AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
August 9, 2016
10:15 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. **Elections Administration:**

A. **AI-55756** 1. Discussion, consideration and acceptance of the petition for the creation of a countywide Health Care District pursuant to Chapter 1122 of the Special District Local Laws Code of the State of Texas

2. Discussion, consideration and authority for the Hidalgo County Commissioners Court to Order the November 08, 2016 Election on the creation of a countywide Health Care District for Hidalgo County under Chapter 1122 of the Special District Local Laws Code of the State of Texas

3. Discussion, consideration and action approving Resolution providing for the reduction of the county's ad valorem tax rate in accordance with the decreased amount of required spending as per Chapter 1122 Section 2525 of the Special District Local Laws Code of the State of Texas in the event of the passage of the creation of a countywide Health Care District

B. **AI-55643** 1. Discussion, consideration and approval of Early Voting Sites for the November 8, 2016 General Election
2. Discussion, consideration and approval of Election Day Voting Sites for the November 8, 2016 General Election

C. **AI-55641** 1. Discussion, consideration and authority for the County Judge to order the November 8, 2016 General Election.
2. Requesting authorization for the County Judge to sign the required Notice of General Election.

D. **AI-55642** 1. Discussion, consideration and authority for Commissioner's Court to order a Special Election on November 8, 2016 for the election of Hidalgo County Justice of the Peace, Precinct 3, Place 2.
2. Requesting authorization for the County Judge to sign the required Notice of Special Election.

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

A. **AI-55676** Consideration and Approval of a Resolution Opposing the recent Administrative Efforts by TxDOT to no longer apply the Economically Disadvantaged County Program to Off-System Transportation Projects throughout Texas, specifically Hidalgo County.

7. **Constables:**

A. **AI-55571** Constable Pct. #1:
Discussion, consideration, and approval for Hidalgo County Constable Pct. 1 continued participation in Texas 1033 Surplus Property Program.

8. **Sheriff's Office:**

A. **AI-55733** Jail Commissary (2102):
1. Approval of Certification of Revenues by the County Auditor.
2. Approval of 2016 appropriation of funds in the amount of $16,677.03.

B. **AI-55677** 1. Authorization and Approval for County Judge, as authorized official, to sign Closeout Grant Adjustment Notice for the 2014 Operation Stonegarden Grant.

2. Authorization to de-obligate remaining amounts in sixteen (16) of the participating agencies in order to close out grant. Funds being reduced for sweeping funds for closeout.

C. **AI-55657** Authorization and approval to upgrade cell phone plan through the County's membership/ participation with Contract # DIR-TSO-3420 through AT&T. The plan is the: Pooled GOV Nation 500 Bundle Included Anytime Minutes - Unlimited M2M, 5000 Nights/Weekends, Inc Text, Unl Data, Tethering. The plan will cover (85) eighty five cell phones @ a monthly cost of $47.99 per device. Estimated monthly rate: $4,079.15.

D. **AI-55630** 1. Approval of Memorandum of Understanding between the United States Department of Agriculture Moore Air Force Base and the Hidalgo County Sheriff's Office for use/access to a runway for Emergency Vehicle Operations.
2. Approval for County Sheriff, as law enforcement official, to sign the memorandum of understanding.

E. **AI-55585** 1. Ratification of the acceptance of the Operation Stonegarden 2014 Grant Adjustment Notice (GAN) signed effective 7/26/16.
2. Authorization for County Judge to sign as authorized official.

F. **AI-55587** Approval of the Hidalgo County Sheriff's Office Weapons Proficiency Certification Program for retired peace officers, pursuant to Occupations Code 1701.357(g).

G. **AI-55573** Sheriff's Office - National Incident-Based Reporting System (NIBRS) (1284): Approval of Resolution for NIBRS Grant to designate Judge Ramon Garcia as grantee's authorized official and to electronically sign required documents through egrants.(grant period - September 1, 2016 - August 31, 2017).

H. **AI-55569** Authorization and approval for Sheriff J.E. "Eddie" Guerra to execute FY2017 Provisional State and Local Task Force Agreement with Drug Enforcement Administration (DEA) to include OCDETF Hidalgo County Sheriff's Office (HCSO) officer.

I. **AI-55519** Discussion, consideration, and approval to appoint Isael Nicolas Ibarra, student as the University of Texas Rio Grande Valley, as an intern under the Hidalgo County Sheriff's Office Law Enforcement Internship Program for the period of August 29, 2016 through December 09, 2016.

9. **TX. Agri-Life Extension Services:**

A. **AI-55652** Andrea Valdez, County Coordinator, Kimberly Guillen, County Extension Service-4-H & Youth Development and Amy Valdez, Healthy South Texas Specialist would like to introduce Hidalgo County 4-H Ambassadors, Hidalgo County 4-H County Council and Healthy South Texas Ambassadors to the Court.

10. **Human Resources:**

A. **AI-55777** Jail Commissary (2102):
1. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 08/22/2016:

Action	Department	Slot#	Position Title	Proposed Budgeted Salary

Create	280-015	0015	Commissary Detention Officer Step I	$32,305.00

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

B. **AI-55772** Environmental Compliance (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, 08/22/2016:

Action	Department	Slot#	Position Title	Current/ Proposed Budgeted Salary
Create	125-036	0006	Environmental Compliance Monitor I	$36,453.00

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

C. **AI-55763** Constable Pct. #4 (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, 8/22/2016:

Action	Dept. / Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Budgeted Salary Adjustment/ (Reduce)	294-001	0021	Senior Deputy Constable Step I	$59,795.00	$49,822.00
Create	294-001	0023	Sergeant Step I	$0.00	$59,795.00

3. Approval to waive the posting, hiring and enrollment procedures and promote employee #094943 to the Sergeant Step I, Slot# 0010 position.
4. Approval to delete one (1) regular full-time Senior Deputy Constable Step I position, Slot No. 0010, budgeted salary $49,822.00, effective next full pay period 8/22/16.
5. Approval to revise the salary schedule in accordance with Commissioner's Court action.

D. **AI-55727** Tax 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, 08/22/2016:

Action	Department	Slot#	Position Title	Current	Proposed

Action	Department	Slot#	Position Title	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance
Delete (Salary/Auto Allowance)	140-001	0072	Inventory Specialist I	$26,773.00	$0.00
				$4,721.00	$0.00
Create	140-001	0185	Deputy Clerk II	$0.00	$31,494.00

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

E. **AI-55608** Sheriff's Office - Jail (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, 8/22/2016:

Action	Slot#	Dept. / Program	Current/Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Create	0426	280-002	Detention Lieutenant Step I	$0.00	$42,999.00
Create	0427	280-002	Detention Lieutenant Step I	$0.00	$42,999.00
Create	0428	280-002	Detention Lieutenant Step I	$0.00	$42,999.00
Create	0429	280-002	TCOLE Certified Instructor (Temporary)	$0.00	$5,400.00
Budgeted Salary Adjustment (Decrease)	0069	280-002	Detention Officer	$40,778.00	$32,305.00
Budgeted Salary Adjustment (Decrease)	0243	280-002	Detention Officer	$39,399.00	$32,305.00

3. Approval of the following personnel actions with an effective date that will coincide with the selection process as listed above in item #2:

Action	Slot#	Dept./ Program	Position Title	Budgeted Salary
Delete	(TBD)	280-002	Detention Sergeant Step I	$39,090.00
Delete	(TBD)	280-002	Detention Sergeant Step I	$39,090.00

Delete	(TBD)	280-002	Detention Sergeant Step I	$39,090.00

4. Approval to waive the posting and hiring procedures and assign selected employee #'s (to be determined) to Slot#'s 0426, 0427, & 0428, Lieutenant Step I positions upon completion of the selection process.
5. Approval to revise the salary schedule in accordance with Commissioners Court action.

F. **AI-55732** Safety (1100):
1. Requesting waiver of the Budget Amendment Policy – Personnel - Related Amendments.
2. Approval to create one (1) regular full-time Chief Safety Officer position, Slot no. 0013, budgeted salary $67,476.00, effective next full pay period.
3. Approval to waive posting, hiring and enrollment procedures and promote employee no. 129356 to the Chief Safety Officer position, slot no. 0013.
4. Approval to revise the salary schedule in accordance with Commissioner's Court action.

G. **AI-55725** Precinct 3 Road Maintenance (1200):
1. Discussion, consideration and approval of the following personnel actions, effective next full pay period, 08/22/2016:

Action	**Department**	**Slot#**	**Position Title**	**Current Budgeted Salary**	**Proposed Budgeted Salary**
Delete	123-005	0040	Maintenance I	$31,827.00	$0.00
Create	123-005	0105	Equipment Operator II	$0.00	$32,000.00

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

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

A. **AI-55634** Update on Operation Lone Star activities and outcomes.

B. **AI-55584** Requesting approval to submit application to participate in the next Texas Project Public Health Ready cohort. The Project Public Health Ready is a criteria-based public health preparedness program that assesses local health department capacity and capability to plan for, respond to and recover from public health emergencies.

C. **AI-55581** 1. Requesting approval to accept the Infectious Disease Control Unit grant contract amendment #2016-003779-01. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $73,450.00 and to extend the end of the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the Infectious Disease Control Unit grant contract and related document.
3. Requesting approval of the Certification of Revenue in the amount of $73,450.00.
4. Requesting approval of the budget appropriation in the amount of $73,450.00.
5. Requesting approval of the salary schedule.

D. **AI-55568** Requesting approval for County Judge to sign sales form from CivicPlus. Form is to procure services for Health Dept. website.

E. **AI-55567** Immunization Branch-Locals Grant:
1. Requesting approval to accept the Immunization Branch-Locals grant contract amendment #2016-000022-02. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $674,320.00 and to extend the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the Immunization Branch-Locals grant contract and related document.
3. Requesting approval of the Certification of Revenue in the amount of $674,320.00.
4. Requesting approval of the budget appropriation in the amount of $674,320.00.
5. Requesting approval of the salary schedule.

Immunization Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $100,000.00 for the Immunization program income.
2. Requesting approval of the budget appropriation in the amount of $100,000.00.

F. **AI-55564** 1. Requesting approval to accept the TB/PC State grant contract amendment #2016-001417-01. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $605,561 and to extend the end of the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the TB/PC State grant contract amendment and related document.
3. Requesting approval of the Certification of Revenue in the amount of $605,561.00.
4. Requesting approval of the budget appropriation in the amount of $605,561.00 in grant funds and $121,112.00 in local matching funds.
5. Requesting approval of the salary schedule.

TB Control Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $20,000.00 for the TB Control program income.
2. Requesting approval of the budget appropriation in the amount of $20,000.00.

G. Health Care Funding District:

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

H. 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. Public Defenders Office:

A. AI-55765 Discussion, consideration and approval to appoint Janelie Ramos, UTRGV Student as volunteer Public Defender Intern for the period of August 29, 2016 through January 13, 2017.

13. IT Department:

A. AI-55607 PLANNING DEPARTMENT/PURCHASING DEPARTMENT
Authorization and approval to upgrade existing equipment, service plans and to purchase new equipment with service plans through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Qty:	Description:	Employee/ID:	Service Plan:	Equipment:	MDN:
1	Upgrade Equipment	Jose Tovar	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	956-648-7780
1	Upgrade Equipment	Arturo Hernandez	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	956-515-6860
1	Upgrade Equipment & Serv. Plan	Office Use	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	956-358-8579
1	Upgrade Equipment & Serv. Plan	Efrain Ceballos	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	956-648-7006
1	Upgrade Equipment	Office Use	Nationwide Talk Unl. Anytime Mins @ $53.89 + Taxes/fees @ $5.00 = $58.89 per month	Kyocera DuraXV @ $0	956-358-8660
1	New Activations	Guillermo Rodriguez	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	New
1	New Activations	Julio Ruiz	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	New

1	New Activations	Humberto Garza	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	New
1	New Activations	Eli Villegas	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	New

Qty:	Description:	Employee/ID:	Equipment:	MDN:
3	Equipment Upgrades	Purchasing Office Use	Kyocera Dura XV @ $0	956-457-1132, 956-289-0752 & 956-515-8976

14. Adult Probation:

A. AI-55532 DWI Grant Program Income:
May 2016
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2065.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2065.00

June 2016
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2581.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2581.00

15. Community Service Agency:

A. AI-55712 Discussion and possible action to authorize the surplus of obsolete items from the permanent inventory of the Hidalgo County Community Service Agency (list is attached).

16. Urban County:

A. AI-55753 1. The Urban County Program is requesting approval of Change Order #1 to a Construction Contract with O.G. Construction Company, LLC. This contract was awarded using the Texas General Land Office funds under contract number GLO 12-589-000-6887/DRS 220068, project known as the Alberta Drain Project located in Pct. 4.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 6541-68-0309-5100-6800

B. **AI-55698** "Subject to Compliance with HB 1295, when and if Applicable." Requesting acceptance and approval of **Work Authorization No. 1** (with an estimated cost of $21,800.00) submitted by LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services, Project Engineer. Utilizing UCP – City of Edcouch FY 28 (2015) Parks, Recreational Facilities funds.

C. **AI-55675** Discussion and action on allowing the replacement of existing substandard units with new manufactured housing units.

D. **AI-55614** The Urban County Program is requesting approval of a budget and program amendment for the City of La Joya. The proposed amendment is for Fiscal Years 26 & 28 (2013 & 2015) work plans. The amendment will add the 2014 Street Improvement Project to both fiscal years to allow the expenditure of available funds for project completion.

E. **AI-55610** The Urban County Program is requesting approval of a budget and program amendment for the City of San Juan. The proposed amendment is for Fiscal Years 23, 24, 25, 27 & 28 (2010, 2011, 2012, 2014 & 2015) Work Plans. The amendment will add the 2015 and 2016 Street Improvement Project to all years to allow the expenditure of available funds for project completion.

F. **AI-55605** 1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Hidalgo is requesting approval of a best and final negotiated contract for professional engineering services with Javier Hinojosa Engineering, in the amount of $49,000.00 utilizing CDBG FY 27 &28 (2014 & 2015) Hidalgo Parks, Recreational Facility Improvement funds.

2. Requesting approval of Work Authorization No. 1- Hidalgo Park" in the amount of $49,000.00.

G. **AI-55599** The Urban County Program is requesting approval of a budget and program amendment for the City of Peñitas. The proposed amendment is for Fiscal Years 24, 25, 26, 27 & 28 (2011, 2012, 2013, 2014 & 2015) Work Plans. The amendment will add the 2014 and 2015 Street Improvement Project to all years to allow the expenditure of available funds for project completion.

H. **AI-55595** The Urban County Program requests approval of the Emergency Solutions Grant Program Sub-Recipient Agreements for Program year 29 (2016). See attached Agreements.

#	Sub-Recipient Agency	Total Contract Amount
1	Catholic Charities	$170,420.57
2	Women Together	$200,958.00
3	Salvation Army	$243,585.00
	TOTAL:	**$614,963.57**

I. **AI-55593** 1. Requesting acceptance and action to correct the base bid total from $266,440.00 to $264,840.00, due to the contractor's mathematical error.

2. "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Alamo is requesting consideration and action to award and enter into a construction contract with 2GS, LLC dba Earthworks Enterprise in the amount of $266,440.00 (base bid plus alternate). UCP funds from FY 28 (2015) street improvements line item and City of Alamo general funds will be utilized.

J. **AI-55520** Resolution authorizing renewal of Revolving Line of Credit with Lone Star National Bank of McAllen for the Urban County Program with authority for UCP to draw from such line of credit.

17. **Planning Department:**

A. **AI-55668** 1. Partial Reimbursements of Financial Guarantee
a. Rancho Esquina Subdivision- Pct. 4

2. Replacement of Letter of Credit
a. Evergreen Valley Estates Ph. I Subdivision- Pct. 4

3. Re-appointment of Members for the Hidalgo County Subdivision Advisory Board & Hidalgo County Board of Building Line Adjustment
a. Manuel Cantu- Pct. 2
b. Leonel Garza- Pct. 4

4. Appointment of Member for the Hidalgo County Subdivision Advisory Board & Hidalgo County Board of Building Line Adjustment
a. Rudy Elizondo- Pct.3

18. **Precinct #2 - Comm. Cantu:**

A. **AI-55671** Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $6,595.20 for the County's participation for construction and construction engineering direct state costs, for the CR653(Las Milpas Road) over the South Floodway Channel off system bridge replacement project, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (CSJ:0921-02-252)

19. **Budget & Management:**

A. **AI-55673** Title VI/Nondiscrimination:
Discussion, consideration, and approval to adopt the County of Hidalgo Title VI/Nondiscrimination Plan to establish affirmative compliance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities.

B. **AI-55672** Approval of Interlocal Agreement between the County of Hidalgo and the Hidalgo County Drainage District No. 1, authorizing the sell, assignment, and transfer of engineering and appraisal services provided under contracts between Hidalgo County and TEDSI Infrastructure Group, Inc and Leonel Garza, Jr. & Associates, LLC for the J-09 drainage project.

C. **AI-55615** Regional Solid Waste Grant (12XX):
1. Discussion, consideration and acceptance of the Regional Solid Waste Grant FY2016-2017 in the amount of $16,278.00 with authority for the County Judge to sign all required documents.
2. Approval of Certification of Revenues by the County Auditor for the Regional Solid Waste Grant FY2016-2017 in the amount of $16,278.00.
3. Approval of 2016 appropriation of funds for the Regional Solid Waste Grant FY2016-2017 in the amount of $16,278.00.

D. **Budget Appropriations:**

1. **AI-55686** Pct 1 Rd. Maint. (1200):
1. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Weslaco for the road improvements to 18th Street (FM1015-S. Airport), South Airport Drive (18th St - Mile 5 1/2) and Mile 5 1/2 North (S. Airport - Pleasantview Drive).
2. Approval of 2016 appropriation of funds into Pct 1 Rd. Maint. in the amount of $200,000.00.

E. **Interfund transfers:**

1. **AI-55736** Juvenile Boot Camp (1295):
Approval of 2016 interfund transfer from Co. Wide Adm-Contingency (1100) to Juvenile Boot Camp Transfers In (1295) in the amount of $713,251.92.

2. **AI-55636** Transfers In-General Fund (1293):
Approval of 2016 interfund transfer from Transfers In-General Fund and Transfers Out-Health Grants Fiscal Year 7 into Fiscal Year 6 to fund the total local match required to accept the TB/PC State grant contract Amendment #2016-001417-01, CC 08/09/16 (AI-55564), in the total amount of $121,112.00.

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

A. **Hidalgo County**

1. **AI-55738** A. Acceptance and approval of the final procurement packets for Professional Program Management Services for the New Hidalgo County Courthouse Project;
1. RFQ [drafted and developed by Hon. Hawkins & Peden, Porter Hedges, LLP] with any changes/modifications;
2. Exhibit "C" Insurance Requirement [drafted and developed by Risk Consultant, Charles Comiskey with any changes/modifications;

B. Authority to advertise the RFQ: Professional Program Management Services with direction as to extent of publishing sites;

C. Approval to release publication and packets after all aspects of the RFQ have been approved as to form by legal counsel, Hon. S. Crain, Atlas Hall & Rodriguez, including the re-advertisement of project in the event no response is received and project is still required.

2. **AI-54847** A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7)(A); items for which competition is precluded because of the existence of patents, copyrights, and secret processes;

B. Approval of a "Sole Source Declaration" with options to provide "Turnkey Solutions" (i.e. any/all equipment, parts, incidentals, accessories training and certification/re-certification, software, upgrades and installation of same) for Drone Dynamics, LLC for the purchase of Unmanned Aircraft Systems to be used by Hidalgo County Emergency Management Dept and any/all other Hidalgo County Elected Office, Depts., Programs/Agencies (to include all funding sources) with said declaration to remain in effect unless revoked by HCCC;

C. Approval for Executive Office to purchase "The Complete Professional Services UAV Robotics Program" for one term year to include Consultation (Legal, Regulatory, Public Relations), Consultation (Best Practices), Drone Operator's Training Program and Certification and Drone Dynamics Public Safety Deployment Equipment Bundle in the amount of $109,304.00.

3. **AI-55699** A. Requesting HCCC grant an exemption from competitive procurement requirements under TxLGC, 262.024(a)(7) an item that can only be obtained from one source;

   B. Approval of a Sole Source Declaration for Computing System Innovations [CSI] for the purchase of the interfacing software product with Tyler Technology's Odyssey [Criminal Justice Information System] for the provision of redaction services due to recent changes to the Texas Rules of Civil Procedure expanding the number of data-types deemed "sensitive" and therefore subject to redaction commencing with the Hidalgo County District Clerk and all other elected offices, departments, programs and agencies when and if applicable.

4. **AI-55665** A. Action to "Correct" the current approved "Pools" of Professional Appraisal Services and/or Review Appraisal Providers from five [5] to four [4] due to an incomplete Statement of Qualification [discovered during a nomination process]; B. Due to reduction of current approved "Pool" for Professional Appraisal and/or Review Appraisal Services Providers [and with the continuous demand for said services], recommendation to approve the advertising and the procurement packet for the Expansion of the Current Approved Pools of Professional Appraisal and/or Review Appraisal Services Providers so as to increase the "Pools" with expiration of said expansions to coincide with the current pools date of 03-16-17.

5. **AI-55491** Authority to exercise the one (1) year extension option as provided under the current contract for "Traffic Road Signs & Other Related Misc. Equipment" under the same rates, terms, and conditions with Delta Specialties Supply.

6. **AI-55597** Through HC membership/participation with The Cooperative Purchasing Network aka TCPN, acceptance of a Rebate Check from Office Depot [awarded vendor by TCPN] in the amount of $161.42 check number is 2596764 rebate is for 2015 purchases.

B. Pct. 1

1. **AI-55782** A. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to Professional Engineering Services for the purposes of an **(On Call) "Construction Material Testing & GEO Technical Services"** for: **(job specific) FEMA DR 4223 & 4245** projects located within **Hidalgo County Precinct No. 1;**

   ENGINEERING FIRMS:

Totals	**Millennium Engineering Group, Inc.**	**Izaguirre Engineering Group**	**Fulcrum Consulting Services**
Scores	**95**	**89**	**87**
Ranking			

B. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of (**On Call) "Construction Material Testing & GEO Technical Services"** for: **(job specific) FEMA DR 4223 & 4245** projects located within **Hidalgo County Precinct No. 1**, with the No. 1 ranked firm _____ .

2. AI-55773 A) Acceptance and approval on an Interlocal Agreement between County of Hidalgo and Drainage District No. 1 for the provisions of joint efforts for the Mile 6 West & Mile 14 Area Drainage Improvement Project/ El Ovispado Subdivision; and

B) Acceptance and approval of Interlocal Agreement Project: Improvements to Mile 6 West & Mile 14 Area Drainage Improvement Project / El Ovispado Subdivision

3. AI-55684 A. Recommendation by project engineer, LeFevre Engineering, to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, RDH Site and Concrete, LLC of Palmview, TX the Base Bid in the amount of $1,097,337.27 for Hidalgo County Precinct No. 1 - "Paving and Drainage Improvements for Goolie Road" Project-RFB No. 2016-277-08-03-YSS" subject to compliance with HB23 and/or HB1295 [when and/or if applicable];

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Raul Lozano, to execute change orders that involve...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decrease by 18% or more without the consent of the contractor".

4. AI-55498 Authority to advertise with approval of RFB plans and specifications [front end documents] developed and drafted by project engineer, TEDSI Infrastructure Group, Inc for Hidalgo County Precinct No 1 for the following Road Improvements Projects:
a) RFB 2016-289- Nittler Road Improvements (from FM 493 to FM 88);
b) RFB 2016-290- Mile 9 Road Improvements (from Mile 1 East to Mile 3 East); including the re-advertisement of projects in the event that no bids are received and/or are rejected and project is still required.

C. Pct. 2

1. **AI-55774** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

   b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for for Pct. 2 "ON CALL" & "AS NEEDED".

	B2Z ENGINEERING, LLC	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC	JAVIER HINOJOSA ENGINEERING
EVALUATOR 1	98	97	95
RANKING			

   c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for Pct. 2 "ON CALL" & "AS NEEDED".

2. **AI-55706** Pursuant to contract#C-15-424-01-19 [Article 14] between HC-Pct. #2 and Cruz-Hogan Consultant, Inc. (Article 14), a request for approval by engineer to permit the subcontracting of Robles & Associates Land Surveyor, LLC in connection with Work Authorization No. 1 for the Pct 2 Plena Vista Subdivision Road and Drainage Improvements.

3. **AI-55670** Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $124,484.50) as submitted by project engineer, L&G Consulting Engineers, to provide general engineering consultant services for Pct 2 Dicker Road Project, through Contract# C-16-171-04-12.

D. Pct. 3

1. **AI-55574** A. Recommendation by project engineer, L & G Engineering, to **award the Base Bid** to the responsible vendor submitting the lowest and best bid meeting all specifications, to **L & G Construction Co.,** of Mercedes, TX in the amount of **$3,128,120.40** for project (Base Bid)-"Hidalgo County Precinct #3 - La Joya Watershed Improvements-South Detention Basin;

   B. Recommendation by project engineer, L & G Engineering, to **award the Base Bid and Alt. #1 and #2** to the responsible vendor submitting the lowest and best bid meeting all specifications, to **L & G Construction Co.,** of Mercedes, TX in the total amount of **$4,645,975.00** for project (Base Bid)-"Hidalgo County Precinct #3 - La Joya Watershed Improvements-South Detention Basin.

E. Pct. 4

1. **AI-55781** A. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to Professional Engineering Services for: **(On Call) "Engineering Services"** for projects located within **Hidalgo County Precinct No. 4;**

ENGINEERING FIRMS:

Totals	B2Z	Perez Consulting Engineers	Cook-Joyce, Inc.
Scores	97	96	94
Ranking			

B. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of an **"On Call"- Engineering Services** for: (on call) **"Engineering Services"** for projects located within **Hidalgo County Precinct 4**, with the No. 1 ranked firm _____ .

F. IT Department:

1. **AI-55679** A. Pursuant to current agreement with CivicPlus [under a sole source declaration since 2010 w/Amendments 2011, 2012, etc.], acceptance and approval of the invoices [as detailed on attachment] dated 01-01-16 through 08-01-16 - $6,247.80 + $156.69 [add'l. charges] for Intrusion Detection & Prevention Services/Distributed Denial of Services required to address an urgent security Denial of Services attack to HC Webpage/Webpresence reported by CivicPlus during the first week of 2016;

B. Due to the urgent and necessary action required to resolve the Denial of Services attack, requesting approval of an "exception" to the Hidalgo County Purchasing Policies and Procedures [Articles 9.01.02(d) & 9.02.02(d) and further detailed in attached supporting documentation [e-mail from R. Ramirez to Purchasing] so as to permit the submission of a requisition for the processing of a PO [for said invoices and to include the rest of the year as well] for payment of the invoices presented in previous item from CivicPlus with authority for the County Treasurer to issue payment after the auditing procedures completed.

G. Health & Human Services Dept.

1. **AI-55718** Requesting authority to purchase Influenza Vaccines thru our membership participation with TPASS under contract #269-M2 in the amount of $78,601.90 thru requisition #302956 for the Hidalgo County Health Department.

H. Facilities Management:

1. **AI-55778** Acceptance and approval of "Certificate of Substantial Completion" from contractor, CAS Companies, for the “Renovation to the New County Autopsy Facility" as submitted and certified by engineer, S&B Infrastructure, LTD. Project No. 2011-039-02-08-OGG

2. **AI-55640** Approval to purchase (1) one new replacement, 150 Ton Trane Chiller for the County Courthouse [located in the basement] in the amount of $87,690.00 through our membership/participation with TASB-BuyBoard awarded vendor, Trane. Contract#458-14 [Expires 9/30/17] which includes Chiller, Electrical-Crane-Welder Service, Technician Installation Labor, All Other Services Specified in the Scope of Service, and (1) One Year - Parts & Labor Warranty.

I. District Attorney

1. **AI-55689** A. Acceptance and approval of the final “Construction of Space Pressure Control at Autopsy Facility” between Hidalgo County and Herrcon, LLC [C-16-238-07-19] as submitted through project engineer, Halff Associates, Inc. [CC awarded bid on 07-19-16 - AI# 55383] in the amount of $82,500.00;

   B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the HC-Executive Officer, Valde Guerra or other designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be increased by 18 % or more without the consent of the contractor".

21. Executive Office:

A. AI-55776 Facilities Management:
Requesting authority for County Judge to sign the Inspection Response Form (stating all violations cited have been corrected) from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers (ADA) for the following buildings :

1. Hidalgo County Courthouse Annex Expansion (modulars)
2. Hidalgo County Courthouse Annex Additions (modulars)
3. Hidalgo County Pct. 1 Constable Office

B. AI-55659 Approval of request by City of Edinburg Fire Department for use of Administration Building Parking Lot located at SE corner of South Business Hwy. 281 and Canton Rd. to conduct their annual hose tests on Monday, August 8, 15, 22 & 29, 2016 from 5:30 pm to 10:00 pm

C. AI-55680 Approval to submit application to the Texas Facilities Commission for the Federal Surplus Property Program to receive Federal Surplus Property and authority for County Judge to sign documents.

D. **AI-55656** Approval for the County Judge to sign a certificate for Clifton Higher Education Facilities Finance Corporation Education Revenue and Refunding Bonds (IDEA Public Schools), Series 2016A and Series 2016B, solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code

E. **AI-55651** Civil Service (1100):
Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice Date	PO#	Amount	Purpose/Event
Jason's Deli	7/28/16	746665	$ 39.40	Civil Service Commission Meeting 7/28/16

F. **AI-55666**

Colonia Access Program:
Discussion, consideration and possible action for approval of Funding Agreement for Border Colonia Access Program 3rd Call Amendment #10. Officially adjust the cost on the following:
Barbosa Lopez No. 3 from $145,063.55 to $112,325.00,
Flora Subdivision from $115,262.11 to $124,389.00,
La Pampa Subdivision from $103,540.46 to 98,418.00,
Martin Subdivision from $108,513.02 to $110,516.00,
Southern Valley Estates From $166,227.35 to $128,124.00.

1) Officially cancels 2 population allocation projects - A. La Fuente Subdivision B. Palm Lake Estates No. 1 Subdivision
2) Officially adds 2 population allocation projects - A. El Paraiso Subdivision B. Palm Subdivision No. 2

G. **AI-55601** Approval to accept settlement MoneyGram from Herlinda Sandoval in the amount of $521.60 to settle auto accident claim with County vehicle. (Sheriff Office)

22. **Open Forum**

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-55577** Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

D. **AI-55681** Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

E. **AI-55690** Pending/potential litigation - Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, the City of Pharr, the City of San Juan, and the City of McAllen concerning the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.

F. **AI-55602** Claim of Ignacio Cantu

G. **AI-55604** Claim of Juana Leticia Zuniga

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

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement (subject to compliance with HB1295)

25. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-55578** Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

D. **AI-55682** Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

E. **AI-55691** Pending/potential litigation - Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, the City of Pharr, the City of San Juan, and the City of McAllen concerning the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.

F. **AI-55603** Claim of Ignacio Cantu

G. **AI-55606** Claim of Juana Leticia Zuniga

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

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

28. **Adjourn**

AI-55756 **Elections Administration** **5. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion, consideration and acceptance of the petition for the creation of a countywide Health Care District pursuant to Chapter 1122 of the Special District Local Laws Code of the State of Texas

2. Discussion, consideration and authority for the Hidalgo County Commissioners Court to Order the November 08, 2016 Election on the creation of a countywide Health Care District for Hidalgo County under Chapter 1122 of the Special District Local Laws Code of the State of Texas

3. Discussion, consideration and action approving Resolution providing for the reduction of the county's ad valorem tax rate in accordance with the decreased amount of required spending as per Chapter 1122 Section 2525 of the Special District Local Laws Code of the State of Texas in the event of the passage of the creation of a countywide Health Care District

BACKGROUND

Fiscal Impact

Attachments

Order-HCD
PETITION
PETITION
Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 04:36 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Monica Badillo Started On: 08/05/2016 01:33 PM
Final Approval Date: 08/05/2016

ORDER OF ELECTION ON THE CREATION OF A COUNTY HEALTHCARE DISTRICT FOR HIDALGO COUNTY

WHEREAS, under Chapter 1122 of the Texas Special Districts Local Laws Code , the County of Hidalgo may create a Healthcare District to furnish medical aid to the indigent persons residing in the District; and,

WHEREAS, if created, the Healthcare District funds will be used for District purposes, including improving health care services for residents of Hidalgo County, supporting the School of Medicine at The University of Texas Rio Grande Valley, training physicians, nurses and other healthcare professionals, obtaining federal or state funds for health care services, and providing community health clinics, primary care services, behavioral and mental health care services, and prevention and wellness programs; and

WHEREAS, under Chapter 1122 of the Texas Special District Local Laws Code, the Healthcare District may be created only if the creation is approved by a majority of the qualified voters of the county in which the proposed District is to be located who vote in an election called and held for that purpose; and

WHEREAS, under Chapter 1122 of the Texas Special District Local Laws Code, the County Commissioners Court shall order a creation election on the presentation of a petition for a creation election signed by at least fifty (50) voters of the county; and,

WHEREAS, on this 9th day of August, 2016, a petition has been presented to the Hidalgo County Commissioners' Court for the creation of a countywide Healthcare District with taxing authority in Hidalgo County; and,

WHEREAS, the petition to create a Healthcare District was signed by at least fifty (50) qualified property tax paying voters of the county, thus satisfying the requirements of Chapter 1122 of the Texas Special District Local Laws Code; and,

WHEREAS, the Elections Voters Registrar's Office has reviewed and verified the petition and has found that the petition conforms to the requirements of Chapter 1122 of the Texas Special District Local Laws Code.

NOW, THEREFORE, having found the facts set out above in the preamble of this Order to be true and correct, the Hidalgo County Commissioners' Court hereby orders the following:

1. **Special Election**

The Special Election on the creation of a countywide Healthcare District shall be held on Tuesday, November 8, 2016, which is 91 days or more days from the date of the issuance of this Order (the "Order") to consider the question of whether to create a countywide Healthcare District with taxing authority in Hidalgo County and to levy a

tax not to exceed twenty-five cents ($0.25) on each One Hundred Dollars ($100.00) of the taxable value of property taxable by the Healthcare District.

The election shall be held within and throughout Hidalgo County, and all resident qualified voters of the county shall be entitled to vote in the election.

The hours during which the polling places are to be open on Election Day are from 7:00 am to 7:00 pm.

2. County Election Precincts and Polling Places

Voting in the election shall be conducted within and throughout Hidalgo County at those election day polling places designated by the Hidalgo County Commissioners' Court for the November 8, 2016 Election, such sites listed in Attachment A attached hereto and incorporated herein at this point for all purposes.

3. Ballots

Voting in the election for the proposition shall be by use of an electronic voting system, which is to display the ballots in both English and Spanish and which shall conform to the requirements of the Texas Election Code.

The electronic voting system used in the election shall have displayed thereon the following ballot:

OFFICIAL BALLOT

Place an [X] in the square beside the statement indicating the way you wish to vote.

PROPOSITION

The creation of the Hidalgo County Healthcare District, providing for the imposition of an ad valorem tax on all taxable property in the district. The initial ad valorem tax shall be imposed at the rate of eight cents on the $100 valuation of all taxable property in the district. District funds shall be used for district purposes, including improving health care services for residents of Hidalgo County, supporting the School of Medicine at The University of Texas Rio Grande Valley, training physicians, nurses, and other health care professionals, obtaining federal or state funds for health care services, and providing community health clinics, primary care services, behavioral and mental health care services, and prevention and wellness programs.

[ ] FOR

[ ] AGAINST

4. Oral Assistance

Voter assistance will be given in accordance with the Election Code. Any person requiring voter assistance should contact the presiding judge of the election precinct in which the person is voting, or the early voting clerk.

The Hidalgo County Elections Department will be responsible for the preparation of instructions, ballots and other materials pertinent to the election.

5. Election Judges and Clerks

The presiding election Judges and alternate presiding election judges shall be those persons appointed in accordance with Sections 32.001, 32.002 of the Texas Election Code.

6. Early Voting

Early voting by personal appearance in the election shall occur on each weekday of the early voting period beginning on October 24, 2016 and ending on November 4, 2016 between the hours of 7:00 am to 7:00 pm, except for Sunday, October 30, 2016 when the hours are 10:00 am to 3:00 pm.

7. Election

A. The election will be conducted in accordance with the provisions of the Texas Election Code.
B. On election night, the election officer shall prepare the final report setting forth election returns for the election; and, the election officer shall present such report to the Hidalgo County Commissioners' Court for canvass of the election.

8. Mail in Ballots

a. Applications for ballot by mail shall be mailed to:

Yvonne Ramon, Hidalgo County Elections Administrator (Early Voting Clerk)
101 South 10th Avenue
Edinburg, TX 78539

Applications for ballots by mail must be received no later than the close of business on October 28, 2016.

9. Canvass of Election

The returns for the election shall be canvassed by the Hidalgo County Commissioners' Court as prescribed by Chapter 67 of the Election Code.

10. Governing Law

This Order shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas and the United States of America.

11. Severability

If any provision of this Order shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions of the Order shall nevertheless remain valid, legal, and enforceable.

12. Effective Date

This Order is effective immediately upon its approval.

PASSED, APPROVED, and ORDERED on this the 9th day of August, 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

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Garza Jr.	Ramiro		8/3/16	[redacted]	10115968	1105 Berkely	Edinburg	78539
	Esquivel Garza	Maria		8-3-16		10115969	1105 Berkely	Edinburg	78539
	Ozuna	Adelita		8-3-16		25116	3702 Lula	Edinburg	78539
	Contreras	Cristina		8/3/16		521397	15810 Ebony Ave	La Blanca	78558
	VELA	EFRAIN		8/3/16		231858	1520 Wisteria	Mca	78504
	Gonzalez	Sandra		8-3-16		2103304	419 W. Gore	Pharr, TX	78577
	Saenz	Anita		8.4-16			1833 Tierra Dulce #C	Edinburg TX	78539
	[redacted]	[redacted]		8-4-16			P.O. Box [redacted]	[redacted]	[redacted]
	[redacted]	[redacted]		8-4-16			[redacted]	[redacted]	[redacted]
	Garza	Rita		8-4-16			1001 N. 21st Street	McAllen	78501
	Tamayo	Pamela		8.4-16		4 11762	914 Boston st.	Edinburg	78541
	Vela	Lucas		8-4-16			3728 Inez St.	Edinburg TX.	78539
	Cantu	Edna		8-4-16		1009.16674	1842 E. Mirlon	Donna TX	78537
	Duran III	Luciano		08-04-16		3044495	3702 Lula St.	Edinburg, TX	78539

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~~10~~ pages

AUG 04 2016

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
BRAZIER	GERALD	Gerald Brazier	8/3/16	[redacted]	1053666045	921 TORI LN	EDINBURG	78539
NERING	Leticia	L. Nering	08/03/16	[redacted]	1055385823	1002 Tori Lane	Edinburg	78539
NERING	Mark	M K Nering	08/03/16	[redacted]	1054058047	1002 Tori Lane	Edinburg	78539
SAAVEDRA	DAVID	[illegible]	8/3/16	[redacted]		2509 ROBIN AVE	MCALLEN	78504
Saavedra	Dora Elia	Dora E. Saavedra	8/3/16	[redacted]	105955106	2509 Robin Ave	McAllen	78504
Arfele	Deborah	Deborah Arfele	8-3-16	[redacted]	1055278002	1401 Ulex	McAllen	78504
Arfele	Danielle	Danielle Arfele	8/3/16	[redacted]	1053119260	1401 Ulex	McAllen	78504
ARFELE	BENNY	Benny Arfele	8/3/16	[redacted]	1054601449	1401 ULEX	McALLEN	78504
Peña	Juliette	[illegible]	8/3/16	[redacted]		164 Austin Blvd	Edinburg	78539
Peña	Michelle	Michelle Peña	8/3/16	[redacted]	1052866224	164 Austin Blvd.	Edinburg	78539
Peña	mark	Mark S Peña	8/3/16	[redacted]	105286530	164 Austin Blvd.	Edinburg	78539
~~Peña~~				[redacted]				
Rodriguez	Cynthia	Cynthia R.	8/3/16	[redacted]	105338763	5501 Ella St	Donna	78537
Leal	Jose	[illegible]	8/4/16	[redacted]		325 S Iowa St	Alton	78573
Villarreal	Victor	[illegible]	08/04/16	[redacted]		901 W. Mesquite	Pharr	78577
Segura	Teresa	[illegible]	8/4/16	[redacted]		2915 Roselawn Dr	Weslaco	78596

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Perez	Frank		8-3-16	[redacted]		2001 Lindberg Circle	McAllen	78501
	Roel	Rodrimero		8-3-16			2157 Kennedy Circle	McAllen	78501
	Perez	Francisco		8-3-16			2157 Kennedy Circle	McAllen	78501
	Perez	Myrna	Myrna G. Perez	8-3-16			2157 Kennedy Circle	McAllen	78501
	Wadhawan	Reyna	Reyna Wadhawan	8.4.16			3401 Santa Fe	Mission Texas	78572
	Liguez	Santa	Santa Liguez	8.4.16			2817 Vine	McAllen Texas	78501
	Kenneth	Sepulveda	Kenneth Sepulveda	8-4-16			2153 Kennedy circle	McAllen Tex	78501
	Karen	Sepulveda	Karen Sepulveda	8.4.16			2153 Kennedy circle	McAllen Tex	78501
	Cano	Maria	Maria Cano	8.4.16			1905 Sur 34	McAllen Tex	78501
	Rodriguez	Amelia	Amelia Rodriguez	8.4.16			2141 Kennedy circle	McAllen Tex	78501

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Fonseca	Gustavo		8-4-16			2923 Cricket St	Weslaco	78599
	Flores	Alma		8-4-16			3423 N. 41st Ln	Mcallen	78501
	Montejo	David		8-4-16			1601 School Lane	Mission	78572
	Cepeda	Carmen		8-4-16			7015 S. Moon Ln	Pharr	78577
	Metcalf	Bethany		8-4-16			7908 N. Cynthia	Mcallen	78504
	Diaz	Percilla		8-4-16			7010 Gila St	Pharr	78577
	Parker	Jeff		8-11-16			1034 Hill Country Rd	Edinburg	78539
	Vela	Sandra		8-4-16			2706 E. 25th St	Mission	78574
	Diaz	Gracie		8-4-16			P.O. Box 1865	Donna	78537
	Arias	Connie		8.4.16			1902 Damasco	Edinburg	78541
	Torres-Rodriguez	Jessica		8-4-16			1003 N. Moorefield Rd	Mission	78572
	De-Leon	Elizabeth		8/4/16			2721 Hylton Ave	Edinburg tx	78539
	Zamora	Marlene		8/4/16			7579 N. 16th Lane	Mcallen	78504
	Martinez	Lynda		8-4-16			1113 34th lane	Hidalgo tx	78557
	Soto	Juan		8-4-16			309 N. 48th St	Mcallen	78501
	Alcantar	Gabriel		8/4/16			1701 E Rio Vista	Pharr	78577
	Bo Vela	Belinda		8/4/16			1208 E. Hernandez Rd	Donna	78537
	Montalvo	Jason		8/4/16			1903 W Smith	Edinburg	78541

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
1.	Sanchez	Martha		8/3/16	[redacted]	10537195??	2104 Goldcrest	mcAllen TX	78504
2.	Bueno	Evon		8/3/16	[redacted]	394483	425 W. Juarez Ave	Pharr TX	78577
3.	Martinez	Marcela		8/3/16	[redacted]	[illegible]9276	225 E. Veracruz	Pharr TX	78577
4.	Negrete	Guadalupe		8-03-16	[redacted]	1054646608	21143 Chanee Ln.	Edinburg, TX.	78542
5.	Ortega	Julian		8/3/16	[redacted]	1054447901	1716 W. Corpus Christi St.	Weslaco, TX	78596
6	Trevino	Marcy		8/3/16	[redacted]	10058277	815 Denverst. Edinburg	Edinburg Tx.	78541
7	Cox Galvez-	Juanita		8/3/16	[redacted]		302 N. Valley View Rd	Donna Tx	78537
8	Cox	Vaughn		8/3/16	[redacted]	143159	302 N Valley View Rd	Donna TX	78537
9	Trujillo	Maria		8-3-16	[redacted]	1709234?1	413 Fleetwood Dr.	Alamo Tx	78516
10	Torres	John-Michael		8/3/16	[redacted]	1139044544	2125 Lincoln St.	Mission TX	78572
11	Quiroz	Laura		8/3/16	[redacted]	1053842749	548 E. St. Anne Dr.	Pharr TX	78577
12	SANCHEZ	MANUEL		8/3/16	[redacted]	1053954914	2104 Goldcrest	McAllen TX	78504

12

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Villegas	Kristen	Kristen Villegas	8-3-16			524 V-W	McAllen	78501
	Ostorga	Oliver		8-3-16			816 Travis St. Apt F78	Mission	78572
	Silva	Ramiro		08/03/16			212 McDANIEL EDCOUCH	EDCOUCH	78538
	Hinojosa	Rene		8/3/16			855 Quail Hollow	Weslaco	78596
	Martinez	Robert		8/3/16			2809 Santa Lydia	Mission TX	78572
	Franco	Nella	Nella Franco	8/03/16			418 E. Cherokee	Pharr	78577
	Cisneros	Priscilla	Priscilla Cisneros	8/03/16			312 S Delaware	Mission	78573
	Meyer	Chico		08/03/16			2100 school Cir	Mission, Tx	78572
	Lopez	Eve		8-3-16			3500 Kerria Ave	mcallen Tx	78501
	Longoria	mayra		8.3.16			[illegible]	mcallen	78504
	Vasquez	Erika	Erika M. Vasquez	8.3.16			3816 N Gwin	Edinburg TX	78542
	Narvaez	Jose		8-4-16			1605 Phoenix St	Edinburg Tx	78541
	Gutierrez	Maribel		8/4/16			1408 St Ave	San Juan TX	78589
	Guerrero	Edith		8/4/16			1506 Cortez Dr.	Edinburg TX	78542
	Garza	Joan		8-4-16			2901 Caseres St	Donna	78537
	Munoz	Irma		8-4-16			604 W. Sprague St	Edinburg Tx	78539
	Smith	Melissa		8.4.16			1911 E. ROGERS RD	EDINBURG TX	78542
	Fuentes	Noemi		8.4.16			901. E Sioux Rd #68	Pharr Tx	78577
	Salinas	Aidan		8/4/16			2519 Fatima Ave Apt 2	Edinburg Tx	78539

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code 61122.02

Last Name	First Name	Signature	Date	Date of Birth/Voter Registration #	Home Address	City	Zip
Garza	Olga L.	Olga L Garza	8-4-16	[redacted]	104 Cardinal st.	San Juan	
Santos M Gomez		Santos M Gomez	8/4/16		1035 Citriana	San Juan TX.	TX 78574
Jose M. Montanez		Jose M. Montanez	8/4/16		564 Athol	San Juan Tx	78589
GUZMAN, NORMA		Norma Guzman	8/4/16		3303 ZOE AVE,	EDINBURG, TX	78539
Canto. Alondra		Alondra Canto	8/4/16		603 Miguel Hidalgo,	San Juan, TX	
JUANITA	LOWE	Juanita Lowe	8/4/16	[redacted]	409 Cypress Ln	SAN JUAN	Tx

6

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.02

	Last Name	First Name	Signature	Date	Date of Birth/Voter Registration #	Home Address	City	Zip
	GARZA	AMADOR	Amador Garza	8.4.16	7.20.53 1155463962	400 N. Virgen de San Juan	San Juan, TX	78589
	Rodriguez	Juan Alberto	Juan A. Rodriguez 8-4-16	[redacted]	1054252281	PO Box N. Raul Longoria & Eldora Rd	San Juan Tx	
	MORALES	FRANCISCA	Francisca Morales 8-4-16	[redacted]	1052932916	342 E 15th st	San Juan TX. 78589	
	~~Roof~~ Villescas	Roberto	Roberto Alonzo Villescas 8-4-16	[redacted]	1055524907	708 Oblate Dr.	San Juan, TX 78589	
	Gregorio López		8-4-16 [redacted]		1054152826	219 Fudge Dr.	Alamo TX. 78516	
	Emilio Vela		8/4/16 = 1053743585					
	Maria M Salgo		8/4/16		1053643621	1418 Scottys	San Juan tx	
	Maria D. Ramirez		8-14-16		1053657300	2116 W. 4th St	San Juan Tx	
	Maria A. Escalante		~~8/4/16~~ 8/4/16		1053318936	806 N. Date St	Pharr, TX 7857	

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code ch 122.0

Voter ID 1073178684

Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip
Frank	Gerald	Gerald Frank	8/4/16	[redacted]		216 W 1st St	San Juan	TX
Mancha	Rosie	Rosie Mancha	8-4-16		(Voter # 1055400272)	PO Box 395	Alamo	TX
Esmeralda	Guajardo			[redacted]		1222 S. Lincoln St.		
Elida	Davila					1210 Graypoint Hidalgo	San Juan	Tx
Carmen	Falcon			[redacted]		3405 Grand Dore St.	San Juan	
Cary	Ramon					P.O. Box 363	Alamo,	4-10-42 -
Apolonia	Ramon			[redacted]		416 W. 12th	San Juan	
Oracia	Alaniz					106 E 12 St	San Juan	[redacted]
Blanca	Martinez					307 E Carroll	SJ	[redacted]
Nadia	Moreno De Garza					3820 S. U.S Hwy 281 Edinburg TX 78539		[redacted]
Juan	Falcon			[redacted]		111 W. 16	San Juan	
Ramiro	Martinez			[redacted]		1824		
Roy	Fernandez			[redacted]		1024 S. Texas Chaves	Alamo	
Rigsby	Jan W	Jan W. Rigsby	8/4/2016	[redacted]		2601 Santa Clara	Mission	

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question o the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in th provisions for this petition are set forth in the Texas Special District Local Laws Code §1472.024

	Last Name	First Name	Signature	Date	Date of [redacted]	Voter Registration #	Home Address	City
	Salazar	Rita	Rita E. Salazar	8-03-16			7423 No. 30th	McAllen
	Garza	Maria Estela	[illegible]	8-3-16		1053704	3409 Pelican Ave	McAllen
	Pacheco	Roxana	Roxana Pacheco	08-03-16			5009 San Jose St	Weslaco
	Neely	Angie	[illegible]	8-3-16			3102 E. Hermosillo Ave	Alton
	Anna	Ruth	[illegible]	8-3-16			701 Zinnia	Edinburg
	Soza	Marissa	[illegible]	8/3/16			3405 Alicia	Mcallen
	Ruth	Galvan	[illegible]	8-3-16			7427 No 30th	McAllen
	Yadira	Banda	[illegible]	8/3/16			4110 Coriander	Dr. Mission
	Torres	Juan	[illegible]	8/3/16			331 W 5th St	Elsa
	Hinojosa	Jose	[illegible]	8-3-16		1053573982	7416 N. 30th Ct	McAllen Tx
	Rodriguez	Rosa F.	[illegible]	8/4/16			911 Tori Lane	Edinburg, Tx 78539

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	REYNA	ADRIAN		8/4/2016		432969	2125 S. Beto Garcia DR.	WESLACO	78599
	GALINDO	ANABELLE		8/4/16		1001737	1014 Habanero Ln	Edinburg	78539
	Summers	Monica		8-4-16		442034	5312 N. 34th St.	McAllen	78504
	Castillo Jr	Patricio		8-4-16		339282	1409 Robin Ave	McAllen	78501
	Andrade	Juana		8-4-16		10025960	3211 E. Cambes Ave	Mission	78573
X	Castro	Noelia		8.4.16		NR	215 Jay Ave	Mission TX	78572
	Calderon	Nicole		8-4-16		10022716	701 McKee Dr. Edinburg TX	Edinburg	78539
	Ramirez	Jessica		8.4.16		500206	1503 N. Alamagoza Dr.	Edinburg Tx.	78541
	Casanova	Elisa		8-4-16		10152758	245 Piquin St.	Edinburg	78539
	Gallegos	Sonia		8-4-2016		493214	9817 Avocet Ave.	McAllen TX	78503
	Cuate	Veronica		8-4-2016		500682	~~1012 Mon~~ 7740 Dotting Rd	Mission, Tx	78574
X	Munoz	Cynthia		8-4-16		NR	1031 E Citrus Ave	McAllen	78516
	Saenz	Denisse		8-4-16		10098877	107 S. Oaxaca St.	Mission	78573
	Falcon	Francin		8-4-16		10135005	617 W. Stubbs St.	Edinburg	78539
	Rodriguez	Maria		8-4-16		524052	3610 N. Ebony Dr.	Pharr TX	78577
X	Delabarza	Rachel		8-4-16		NR	624 Lynn Dr.	Edinburg	78539
	Sanchez	José E		8-4-16		234952	6112 N 36th	mcAllen	78504
	Adame	Alejandro		8-4-16		492444	4205 San Angelo	Pharr	78577

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Garza Jr.	Ramiro		8/3/16	[redacted]	10115968	1105 Berkely	Edinburg	78539
	Esquivel Chavez	Maria		8-3-16		10115969	1105 Berkely	Edinburg	78539
	Ozuna	Adelita		8-3-16		25116	3702 Lula	Edinburg	78539
	Contreras	Cristina		8/3/16		5213971	18810 Ebony Ave	La Blanca	78558
	VELA	[illegible]		8/3/16		2318582	1520 Wisteria	Mcallen	78504
	Gonzalez	Sandra		8-3-16		2103304	419 W. Gore	Pharr, TX	78577
A	Saenz	Anita		8-4-16		NR	1823 Terra Bella #C	Edinburg, TX	78539
	[illegible]	[illegible]		8-4-16			P.O. Box [illegible]	[illegible]	[illegible]
	[illegible]	[illegible]		[illegible]			[illegible]	[illegible]	[illegible]
	Garza	Rita		8-4-16		NR	1001 N. 26th Street	McAllen	78501
	Zamora	Perrela		8-4-16		4 11762	914 Boston St.	Edinburg	78541
	[illegible]	[illegible]		8-4-16		10022804	3728 Inga St.	Edinburg TX.	78539
	Cantu	Edna		8-4-16		1009.16814	1842 E. Mile 10 N.	Donna TX	78537
	Ozuna III	Luciano		08-04-16		304495	3702 Lula St.	Edinburg, TX	78539

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
BRAZIER	GERALD	Gerald Brazier	8/3/16	[redacted]	53666045	421 TORI LN	EDINBURG	78539
NERING	Leticia	L. Nering	08/03/16		05538582 3	1002 Tori Lane	Edinburg	78539
NERING	Mark	M K Nering	08/03/16		05405804 7	1002 Tori Lane	Edinburg	78539
SAAVEDRA	DAVID	[illegible]	8/3/16		299002	2509 ROBIN AVE	MCALLEN	78504
Saavedra	Dora Eliadora E.	Saavedra	8/3/16		05955106 1	2509 Robin Ave	McAllen	78504
Arfele	Deborah	Deborah Arfele	8-3-16		05527800 2	1401 Ulex	McAllen	78504
Arfele	Danielle	Danielle Arfele	8/3/16		05311926 0	1401 Ulex	McAllen	78504
ARFELE	BENNY	Benny Arfele	8/3/16		05461449	1401 ULEX	McALLEN	78504
Peña	Juliette	Juliette Peña	8/3/16		10179542	164 Austin Blvd	Edinburg	78539
Peña	Michelle	Michelle Peña	8/3/16		05286622 4	164 Austin Blvd.	Edinburg	78539
Peña	mark	Mark S Peña	8/3/16		05286583 0	164 Austin Blvd.	Edinburg	78539
~~PEÑA~~								
Rodriguez	Cynthia	Cynthia Rodriguez	8/3/16		05338 7630	5509 Ella St	Donna	78537
Leal	Jose	[illegible]	8/4/16		10029973	325 S Iowa St	Alton	78573
Villarreal	Victor	[illegible]	08/04/16		298351	901 W. Nolana Rd	Pharr	78577
SEGURA	Teresa	[illegible]	8/4/16		10089741	2915 Roselawn Dr	Weslaco	78596

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
Perez	Frank		8-3-16	[redacted]	321519	2001 Lindberg Circle	McAllen	78501
Roel	Rodimer		8-3-16		322734	2157 Kennedy Circle	McAllen	78501
Perez	Francisco		8-3-16		366163	2157 Kennedy Circle	McAllen	78501
Perez	Myrna	Myrna G. Perez	8-3-16		144323	2157 Kennedy Circle	McAllen	78501
Wadhawan	Reyna	Reyna Wadhawan	8-4-16		232984	3401 Santa Fe	Mission Texas	78572
Liguez	Santa	Santa Liguez	8-4-16		404903	2817 Vine	McAllen Texas	78501
Kenneth	Sepulveda	Kenneth Sepulveda	8-4-16		NR	2153 Kennedy circle	McAllen Tex	78501
Karen	Sepulveda	Karen Sepulveda	8-4-16		NR	2153 Kennedy circle	McAllen Tex	78501
Cano	Maria	Maria Cano	8-4-16		351959	1905 Sur 34	McAllen Tex	78501
Rodriguez	Amelia	Amelia Rodriguez	8-4-16		122641	2141 Kennedy circle	McAllen Tex	78501

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Fonseca	Gustavo		8-4-16		10098855	2923 Cricket St	Weslaco	78599
	Flores	Alma W		8-4-16		10084499	3423 N. 41st LN	Mcallen	78501
	Mendoza	David		8-4-16		392015	1601 School Lane	Mission	78572
*	Cepeda	Carmen		8-4-16		NR	7015 S. moorlane	Pharr	78577
	Metcalf	BETTINA		8-4-16		213541	7908 N. Cynthia	McAllen	78504
	Diaz	Priscilla		8-4-16		10025972	7010 41a St	Pharr	78577
	Parker	Jeff		8-04-16		10053395	1034 Hill Country Rd	Edinburg	78539
*	Vela	Sandra		8-4-16		NR	2706 E. 2nd St	Mission	78574
	Diaz	Gracie		8-4-16		330325	P.O. Box 1805	Donna	78537
	Mans	Connie		8-4-16		314461	1902 Damasco	Edinburg	78541
	Torres-Raguerez	Jessica		8-4-16		361182	1003 N. Monterrey Rd	Mission	78572
	De-Leon	Elizabeth		8/4/16		353519	2721 Hollyhock Ave	Edinburg tx	78539
	Zamora	Marlissa		8/4/16		10076790	7519 N. 16th Lane	McAllen	78504
	Martinez	Lyndia		8-4-16		10093791	1113 34th lane	Hidalgo tx	78557
	Soto	Juan		8-4-16		427570	309 N. 48th St	McAllen	78501
	Alcantar	Gabriel		8/4/16		10092420	1701 E Rio Vista	Pharr	78577
	Bo Vela	Belinda		8/4/16		507783	1208 E. Hernandez rd	Donna	78537
	Montalvo	Jason		8/4/16		482290	1903 W Smith	Edinburg	78541

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(12)

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
1.	Sanchez	Martha		8/3/16		10537175	2104 Goldcrest	Mcallen TX	78504
2.	Bueno	Evon		8/3/16		394483	425 W. Juarez Ave	Pharr T.X.	78577
3.	Martinez	Maricela		8/3/16		29276	255 E. Veracruz	Pharr TX	78577
4.	Negrete	Guadalupe		8-03-16		1054646608	21143 Chanee Ln.	Edinburg, TX.	78542
5.	Ortega	Julian		8/3/16		1054447901	1716 W. Corpus Christi St.	Weslaco, TX	78596
6	Trevino	Marcy		8/3/16		10058277	815 Denverest. Edinburg	Edinburg Tx.	78541
7	Cox Valdez	Juanita		8/3/16		143158	302 N. Valley View Rd	Donna Tx	78537
8	Cox	Vaughn		8/3/16		143159	302 N Valley View Rd	Donna TX	78537
9	Trujillo	Maria		8-3-16		1709234491	413 Fleetwood Dr.	Alamo Tx	78516
10	Torres	John-Michael		8/3/16		1139044541	2125 Lincoln St.	Mission TX	78572
11	Quiroz	Laura		8/3/16		1053842749	548 E. St. Anne Dr.	Pharr TX	78577
12	SANCHEZ	MANUEL		8/3/16		1053954914	2104 Goldcrest	Mcallen TX	78504

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Villegas	Kristen	Kristen Villegas	8-3-16		455071	524 V-W	McAllen	78501
	Ostorga	Oliver	Oliver Ostorga	8-3-16		10134837	816 Travis St. Apt F78	Mission	78572
	Silva	Ramiro	R. Silva	08/03/16		312458	212 McDaniel Edcouch	Edcouch	78538
	Hinojosa	Rene	Rene Hinojosa	8/3/16		499701	855 Quail Hollow	Weslaco	78596
	Martinez	Robert		8/3/16		362191	2805 Swin Lydia	Mission TX	78572
	Franco	Nella	Nella Franco	8/03/16		233218	418 E. Cherokee	Pharr	78577
	Cisneros	Priscilla	Priscilla Cisneros	8/03/16		10178169	312 S Delaware	Mission	78573
	Meyer	Chico		08/03/16		306338	2100 school Cir	Mission, Tx	78572
	Lopez	Eve		8-3-16		10022973	3500 Kerria Ave	mcallen tx	78501
	Longoria	mayra	Mayra Co. Longoria	8.3.16		10025343	Mayra Co. Longoria	mcallen	78504
	Vasquez	Erika	Erika M. Vasquez	8.3.16		10083455	3816 N Gwin	Edinburg TX	78542
	Narvaez	Jose		8.4.16		10102897	1605 Phoenix St	Edinburg Tx	78541
	Gutierrez	Araceli		8/4/16		10134941	1408 st ave	San Juan TX	78589
*	Guerrero	Edwin		8/4/16		NR	1506 Cortez Dr.	Edinburg TX	78542
*	Garcia	Joan		8-4-16		NR	2901 Caseres St	Donna	78537
	Munoz	Irma	Irma Munoz	8.4.16		10035068	604 W. Sprague St	Edinburg Tx	78539
	Smith	Melissa	Melissa Smith	8.4.16		340824	1911 E. ROGERS RD	EDINBURG TX	78542
	Fuentes	Noemi	Noemi Q.	8.4.16		514839	901. E Sinx Rd #68	Pharr Tx	78577
	Salinas	Aidan	Aidan Salinas	8/4/16		10018787	2519 Fatima Ave Apt 2	Edinburg TX	78539

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the annual ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.07.

Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip
GARZA	AMADOR	Amador Garza	8.4.16	[redacted]	115546396	400 N. Virgen de San Juan	San Juan, TX	78589
Rodriguez	Juan Alberto	Juan A. Rodriguez	8-4-16	[redacted]	105425228	PO Box	N. Raul Longoria	
MORALES	FRANCISCA	Francisca Morales	8-4-16	[redacted]	105293296	342 E 15th St	San Juan TX. 78589	
Villescas	Roberto	Roberto Arroyo Villescas	8-4-16	[redacted]	105552490	708 Oblate Dr.	San Juan, TX	78589
Gregorio	López		8-4-16	[redacted]	105415286	219 Fudge Dr.	Alamo	Tx. 78516
Emilio	Vela		8/4/16		105374358			
Maria M	Salazar		8/4/16		105364362	1418 Scottys	San Juan	
Maria D.	Ramirez		8-4-16		105365736	211 W. 4th St	San Juan	
Maria A.	Escalante		8/4/16		105331893	806 N. Date St	Pharr, TX	7857

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question o the Hidalgo County Healthcare District, providing for the imposition of an initial ad valorem tax of eight cents on the $100 valuation of all taxable property in t provisions for this petition are set forth in the Texas Special District Local Laws Code §§322.024.

	Last Name	First Name	Signature	Date	[redacted]	Voter Registration #	Home Address	City
	Salazar	Rita	Rita E. Salazar	8-03-16		1316645	7423 N. 20th	McAllen
	Garza	Maria	Maria Esthela Garza	8-3-16		1053-7947	3409 Pelican Ave	McAllen
X	Perez	Roxana	Roxana Perez	08-03-16		NR	5009 San Jose St	Weslaco
	Neely	Angie	[illegible]	8-3-16		2900398	3102 E. Hermosillo Ave	Alton
X	Garza	Gilda	[illegible]	8-3-16		NR	701 Zinnia	Edinburg
X	Soza	Marissa	Marissa Garza	8/3/16		NR	2909 Pelican	McAllen
X	Ruiz	Yolanda	[illegible]	8-3-16		NR	742 Wisconsin	McAllen
	Yanez	Sandra	[illegible]	8/3/16		2446085	4100 Lorie Mark Dr.	Mission
	Torres	Juan	[illegible]	8/3/16		2992458	331 W 5th St	Elsa
	Hinojosa	Jose	[illegible]	8-3-16		1053571392	7416 N. 30th Ct	McAllen Tx
	Rodriguez	Rosa E.	Rosa E. Rodriguez	8/4/16		2900987	911 Tori Lane	Edinburg, Tx 78539

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election to be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposition of a veterans tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.057.

Last Name	First Name	Signature	Date	Date of Birth/Voter Registration #	Home Address	City	Zip
Frank	Gerald	Gerald Frank	8/4/16	[redacted] Voter # 1015178684	216 W 1st St	Sinton	TX
Sanchez	Rosie	Rosie Sanchez	8-4-16	(Voter # 1055400272)	PO Box 395	Alamo	TX
Ermelinda	Guajardo		30343	[redacted]	1222 S. Lincoln	S.J.	
Edida	Rodriguez		264151	1210	Raquel	Hidalgo	San Juan TX
Celeste	Palacios			[redacted]	3405 Grand Dora St.	San Juan	10021952
Cory	Racine				P.O. Box 363	Alamo, [redacted]	-55237
Zyolonia	Ramon			[redacted]	NR 416 W. 12th	San Juan	[redacted]
Oracia	Alaniz		824	106 E 12 St		San Juan	
Blanca	Martinez		422514	307 E Carroll		SJ	[redacted]
Nadia	Maeno De Garza			3820 S. U.S Hwy 281	NF	Edinburg TX 78539	[redacted]
Juan	M. Rodriguez		16185	[redacted]	111 W. 16	San Juan	
Ramiro	Martinez		422515		18th		
Roy	Fernandez		169818		1024 S. Cesar Chavez	Alamo	
Rigsby	Jan W	Jan W. Rigsby	8/4/2016	[redacted] 10069491	2601 Santa Clara	Mission	

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

he petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District, providing for the imposi ad valorem tax of eight cents on the $100 valuation of all taxable property in the district. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.49.

Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip
316883 Garza	Olga C.	Olga C. Garza	8-4-16	[redacted]		104 Cardinal st.	San Juan	
NR Santos	M Gomez	Santos M Gomez	8/4/16			1035 Citriana	San Juan TX.	78574
357870	Jose M. Montanez	Jose M. Montanez	8/4/16			564 Hall	San Juan Tx	78574
357855 Guzman,	Norma	Norma Guzman	8/4/16			3303 Zoe Ave,	Edinburg, Tx	78539
014435 Canto,	Alondra	Alondra Canto	8/4/16			603 Miguel Hidalgo,	San Juan TX	
Juanita	Lowe	Juanita Lowe	8/4/16			409 Ocotillo Ln	San Juan Tx	
415083								

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Robledo	Irene	Irene Robledo	06/10/16	[redacted]		7304 E Iowa Rd	Edinburg Tx	78539
	Benavidez	Gloria	Gloria Benavidez	06/10/16			2312 Arroyo Ave	McAllen Tx	78504
	Robledo	Jose N	Jose Robledo	6/10/16		05333851	1317 E. Champion St	Edinburg, TX	78539
	Robledo	Alma	Alma Robledo	6/10/16			1317 E. Champion St.	Edinburg, TX	78539
	Robledo	Consuelo	Consuelo Robledo	~~6/10/16~~		05323825			
	Robledo	Martha	Martha Robledo	6-20-16		~~0545~~ 10545413	1509 S. 13th	Edbg TX	78539
	Robledo	Moses	Moses Robledo	06-20-16		10543483	1509 S. 13th	Edbg, TX	78539
	Cavazos	Oralia	Oralia Cavazos	6-20-16			329 Roundup circle	edbg TX	78539
	Mendoza	Lucas	Lucas Mendoza	6-20-16			925 S. 16 Ave.	Edinburg TX.	78539
	Saldivar	Francisco	Francisco Saldivar	6-20-16			717 W Main St	Edinburg	78539
	Salazar	Lydia	Lydia Salazar	6-21-16			1122 E. Van Week	Edinburg	78539
	Salazar	Eleuterio	Eleuterio Salazar	6-21-16			1122 E. Van Week	Edinburg	78539
	Gomez	Maricela	Maricela Gomez	6-21-16			626 W. Rio Mar	Edinburg	78541

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	VASQUEZ	JORGE		6/6/16	[redacted]		2201 South Stewart Rd	San Juan	78589
	Wadhawan	Reyna		6/6/16			3401 Santa Fe	Mission	78572
	[illegible] LOPEZ	ARNOLFO		6-6-16			2415 W 29th Lane	[illegible]	78501
	PEREZ	FRANCISCO		6-6-16			3157 KENNEDY	MCALLEN	78501
	Guzman	Leo		6-6-16				Mcallen, TX	78501
	Chelius	Martha E		6-6-16		1053459660	200 W Westway	mcallen	78501
	Ruiz	Maria		6-6-16		President #49	1000 N. 27th St.	Mcallen	78501
	[illegible]	Erwin		6-6-16		PCT 4	4536 E Canterbury & Lindberg		78542
	[illegible]	Barthol		6-6-16			2021 Cedarwood Rd	McAllen	78501
	Hinojosa	Jose		6-6-16			7416 N. 30th ct	mcallen	78504
	Perez	Frank		6-6-16			2001 Lindberg Circle	McAllen	78501
	Valdez	Victor		6-6-16			801 Greenbrier	Edinburg	78539
	Perez	Myrna		6-6-16			2157 Kennedy circle	McAllen Tex	78501
	Roel	Rodimiro		6/6/16			2157 Kennedy circle	Mcallen TEX	78501
	Rodriguez	Jesus		6-8-16			2917 yuma	McAllen Tex	78503
	Rodriguez	Francisca		6-8-16			2917 yuma	McAllen Tex	78503
	Rodriguez	Amelia		6-8-16			2141 Kennedy circle	McAllen Tex	78503
	GUZMAN	Estella		6-8-16			2152 Kennedy circle	McAllen Tx.	78501
	GUZMAN	Alejandro		6-8-16			2152 Kennedy circle	McAllen TX	78501

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Andrade	Rosie	R. M. Andrade	6-16-2016	[redacted]		7000 N. 32nd	McAllen	78504
	MUSTAFFA	ESPERANZA	Esperanza Mustaffa	6/16/2016			1216 Sonrisa	McAllen TX	78501
	Rosales	Nancy	NR	06/16/16			1605 Cardinal Ave	McAllen	78504
	Gonzalez	Sandra	Sandra Gonzalez	6/16/20116			6614 Mile 7 Rd	Mission TX	78573
	LOZANO	Gisela	[illegible]	6/16/2016			2616 N. 7th St	McAllen TX	78501
	ZAmora	Silvia	[illegible]	6/16/2016			4210 N. Main #82	McAllen TX	78504
	Villanueva	Joe	[illegible]	6/16/16			301 W. Expressway 83	McAllen Tx	78504
	Briones	Antonia	Antonia Briones	6-17-16			2148 Lindberg circle	McAllen Tx	78501
	Garza	Juanita	Juanita Garza	6-17-16			1000 Sur 27	McAllen Tx	78501
	Caceres	Maria	Maria Caceres	6-17-16			913 N. Bentsen	McALLEN Tx	78501
	CANO	Rosario	Rosario Cano	6-19-16			1228 W. Frontage Rd	ALAMO TX.	78516
	CANO	VANESSA	Vanessa Cano	6-19-16			1408 Fresca del Sol	ALAMO TX	78516
	Cano	Lisbeth	[illegible]	6-19-16			1228 W Frontage Rd	Alamo Tx	78516
	Mercado	MINERVA	Minerva Mercado	6-20-16			500 Kennedy	McAllen, TX	78501
	ZAPATA	ALFREDO	[illegible]	6-20-16			301 W. ESPERANZA	MCALLEN TX	78501
	Mendiola	Lolita	Lolita Mendiola	6-2016			2508 Rosalinda St	Mission TX	78572
	Garza	Noelia	Noelia Garza	6-20-16			4813 Sur 30	McAllen Tx	78503
	Aguirre	Aurora	Aurora Aguirre	6-20-16			1902 Sur 20	McAllen Tx	78503

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Alvarez	Pedro		6-13-16	[redacted]		21703 N. Valverde	Edinburg	78542
	Perez	José La		6-13-16			233E N. FM. 493	Escouch Tx	78538
	Barrientos	Herlinda		6-13-16			956 314 E Sammano	Edinburg Tx	78539
	Martinez	Concha		6-13-16			P.O. Box 3054	Edinburg	78539
	Aguayo	German		6-13-16			60:10-Rebrst	Edinburg	78542
	Enriquez	Anita		6-13-16			Richarson	Edinburg	
	Valdez	Cecilia		6-19-16			801 Greenbriar 17	Edinburg TX	78539
	Valdez	Cristina		6-19-16			3829 W. Faithhill #3	Edinburg	78541
	Valdez	Maria		06-19-16			801 Greenbriar Dr. #17	Edinburg, TX	78539
	Luna	Juan		6-19-16			380 este Jowie	Edinburg	78542
	Peña	San Juanita		6-19-16			1105 Serenidad	Phar tx	78577
	SANCHEZ	BENJAMIN		6-19-16			6310 SELENA DR	EDINBURG TX	78542
	MORENO	ALFREDO		6-19-16			6310 Selena DR	Edinburg TX	78541
	MUÑOZ			6-19-16			5725 Sycamore	Edinburg TX.	78541
	SUSTAITA	Ana		6/19/16			3300 Custer	Edinburg	78542
	Ramirez	Adriana		6/20/16			3319 S. McColl Rd	MAIL	78503

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	García	José	José Jose Cruz Cantu	7/6/16	[redacted]	10160994	3417 Judith Ave.	McAllen, Tx	78503
	Quiroz	Laura	Laura Quiroz	7/6/16		1053842749	548 E. ST. ANNE DR.	Pharr, Tx.	78577
	Rodriguez	Marial.	Maria L. Rodriguez	7/6/16		1053708810	541 E. St. Anne Dr.	Pharr, TX.	78577
	Esparza	Elizabeth	Elizabeth Esparza	7/6/16		10034939	541 E. St. Anne Dr.	Pharr, TX	78577
	Quiroz	Higinio	Higinio Quiroz	7/6/16		10055406	548 E. St. Anne Dr.	Pharr, TX	78577
	Quiroz	Marieruz	Mari Quiroz	7/6/16		10082965	548 E. St. Anne Dr.	Pharr, TX.	78577
	Quiroz Jr.	Pedro	Pedro Quiroz Jr.	7/6/16			548 E. St. Anne Dr.	Pharr, TX	78577
	Padron	Jasmine	Jasmine Padron	7/6/16			3609 S. M street	Mc Allen, TX.	78503
	Quiroz (Segura)	Marili	Marili Quiroz	7/6/16		10027863	548 St. Anne Dr.	Pharr, TX.	78577
	Viramontes	Erica	Erica Viramontes	7/6/16		3972541	545 St. Anne Dr.	Pharr TX	78577
	Viramontes	Francisco	Francisco Viramontes	7/6/16		3948832	6105 S. Azul Lane	Pharr TX	78577
	Esparza	Maria	Maria Esparza	7/6/16		10107119	317 Darlene Dr	Pharr TX	78577
	Roldan	Sergio	Sergio T Roldan	7/6/16		10117541	317 Darlene Dr	Pharr TX	78577
	Perez	Sofia	Sofia Perez	7-7-16		512707	207 Castel Cir	Edinburg Tx	78539
	Guzman	Rafaela	Rafaela Guzman	7-7-16		3767441	1509 Denise	Alamo, TX	78516
	Guzman	Abdiel	Abdiel Guzman	7-7-16		10151522	409 Aldrin	Donna, Tx	78537
	Torres	stephanie	stephanie Torres	7-7-16			409 Aldrin st.	Donna, Tx	78537
	Guzmán	Victor	Victor Guzmán	7-7-16			1509 Denise	Alamo Tx	78516
	Zepeda	Edgar	E. Z	7-7-16			1509 Denise	Alamo TX	78516
	Zepeda	Eunice	Eunice Zepeda	07/07/16	[redacted]	10150363	1809 Denise	Alamo Tx.	78516

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Martinez	Clara	Clara Matiz	7/6/2016	[redacted]	261775	7629 19th Sherry Lane	Pharr	78577
	Ibarra	Ana		~~7/7/2016~~ ~~12/8/1993~~			225 E. Veracruz Dr.	Pharr	78577
	Molina	Ernesto	ernesto molina	7/7/2016			213 E. Veracruz Dr.	Pharr	78577
	Garcia	Clara	Clara	7-7-16		00053655	1303 gary St	pharr	78577
	Negrete	Alberto	Alberto Negrete	7-7-16			6908 Amariella.	pharr	78577
	Castillo	Marcelino	Marcelino Castillo	7/7/16			225 E. Veracruz	pharr	78577
	Alvarez	pedro		~~7/7/16~~ ~~12/8/1964~~		0117378	7206 Lila St.	pharr	78577
	~~Matamoros~~	~~Laura~~		7/7/16			517 Santa monica St.	pharr	78577.
	~~Matamoros~~	~~Agapito~~		7/07/2016			517 Santa Monica St.	pharr	78577
	Martinez	Priscilla	Priscilla Martinez	7/07/2016			7625 sherry Ln	Pharr	78577
	Zamarripa	Yolanda	Yolanda Zamarripa	7/7/16			804 Crockett Ave	pharr	78577
	Zamarripa	Yajaira	Yajaira Zamarripa	7/07/2016			804. Crockett Ave	pharr	78577
	Ramirez	Pedro	Ramirez pedro	7/02/2016		518395	804 Crockett Ave	pharr	78577
	Christian	Zamarripa	Christian Zamarripa	7/07/2016			804. Crockett Ave	pharr	78577
	Martinez	Agustin	Agustin Martinez	7/07/2016		347611	813 Crockett Ave	Pharr	78577
	Medina	Sandra	Medina Sandra.	7/07/2016			6803 Rivera St.	Pharr	78577
	Medina	Manuel	Medina Manuel	7/07/2016			6803 Rivera St.	Pharr	78577
	Martinez	Maximiliano	Maximiliano Mtz	7/07/2016			1311 Mayfair St	San Juan	78589
	Medina	Venesa	Venesa Medina	7/07/2016			136 Veracruz	pharr	78589

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
1	SANCHEZ	MARTHA		5/20/16		1053717517	2104 GOLDCREST	MCALLEN TX	78504
	BUENO	EVAN		5/28/16		3944483	425 W. JUAREZ AVE	PHARR	78577
	MARTINEZ	MARICELA		7/5/16		32927?6	225 E. VERACRUZ	PHARR, TX	78577
	HARO	RUBY		7/5/16			207 S VALLERIO RD	DONNA	78539
	TREVIÑO	MARCY		7/5/16		00582777	815 Denver St.	Edinburg Tx.	78541
	SALINAS	YVETTE		7/6/16		523178	118 N. Chicago St	Alton TX	78573
	ORTEGA	JULIAN		7/5/16		0542447901	1716 W. Corpus Christi	Weslaco, Tx	78596
	TRUJILLO	MARIA		2-5-16		170923491	413 Fleetwood Dr	Alamo TX	78516
	VALDEZ-COX	JUANITA		7-5-16			302 N. Valley View St	Donna, Tx	78537
	COX	VAUGHN		7-5-16		143159	302 N Valley View Rd	Donna Tx	78537
	GONZALEZ-HERNANDEZ	CARLOS		7-5-16		101423141	1720 Kendlewood #1	McAllen, Tx	78501
	AYALA	CIARA		7/6/16		10122534	505 Esperanza	McAllen	78501
	FLORES	LOURDES		7/6/16		100335424	2205 Lusby St.	Mission	78574
	LYSSY	BROOKE		7/6/16		10147845	408 W. Esperanza Ave.	McAllen	78501
	DELGADO	ESTELA		7/6/16			1000 S 5th ST	Weslaco	78596
	ORTEGA	ORLANDO		7/6/16			622 N. PADRE ANA	WESLACO	78596
	CASAS	RAMONA		7/6/16		3684472	3510 Rancho del Rey	Edinburg	78542
	DIAZ	DANIEL		7/6/16		00827837	942 Guadalupe Rd.	Palmview Tx	78574
	MARTINEZ	EDUARDO		7/6/16		0066922	516 E. Juarez Ave	Pharr, TX	78577

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Quezada	Jennifer	Jennifer Quezada	5-24-16	[redacted]	2119702326	6611 S. Trail Dr.	Edinburg	78542
	Quezada	Christopher		5-24-16		1065703370	1815 Ariel Ln	Edinburg	78539
	Sanchez	Marisela		5-24-16		1053954914	2104 Goldcrest	Mcallen	78504
	Quezada	Geneva		5/24/16		1203467442	1815 Ariel Ln	Edinburg	78539
	Almanza	Guillermo		5/30/16		1192647736	4331 W. Lopez Drive	Edinburg	78542
	Alaniz	Emma	Emma Alaniz	5-20-16		1052991748	707 Nayarit Ln	Edinburg Tx	78542
	ORTEGA	ORLANDO		6-10-16			422 N. PADRE AVE.	WESLACO, TX	78596
	NAVAREZ	SERGIO		6-16-16			10437 N. MAYBERRY Rd.	MISSION TX	78573
	Almanza	Fernando		5-30-16		1163361688	4331 W. Lopez Drive	Edinburg, TX	78542
	Quiroz	Laura	Laura Quiroz	6/3/16		1053842749	548 E St. Anne Dr.	Pharr	78577
	Negrete	Lupita		6-3-16		1054646608	333 Siesta St.	Pharr	TX 78577
	Gomez	Maria	Maria D. Gomez	6-3-16		1053136922	544 ST. ANNE Dr	Pharr	78577
	Trujillo	Samantha		6-3-16		1221045364	1809 Aztec Dr	Alamo	78516
	Trujillo	Maribel		6-3-16		1054200661	1809 Aztec Dr.	Alamo	78516
	Quiroz	Teodoro Jr		6-3-16		1054853784	801 Scurlock	Phar	78577
	Torres	John Michael		6-3-16		1139044544	2125 Lincoln St.	Mission	78572
	Flores	Sheena		6/5/16		1191455582	1060 N 10th St	Edinburg	78542
	Rocha	Kimberly		6/5/16		1997345231	3533 Cessna Ave	Edinburg	78542
	Rocha	Natali		6/5/16		2201781971	3533 Cessna Ave	Edinburg	78542

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Coronado	Rosa Maria	Rosa Ma Coronado	07/06/2016	[redacted]	10182576	1143 Anacua Circle	Alamo	78516
	Coronado	Stacy	Coronado Stacy	07/06/2016	[redacted]	10098918	1143 Anacua circle	Alamo	78516
	Coronado	Edgar	Edgar Coronado	07/06/2016	[redacted]		1143 Anacua Circle	Alamo	78516
	Medina	Consuelo	Consuelo Medina		[redacted]	415928	136 Veracruz	Pharr	78516
	Alvarez	Ana J.	Ana J.	07/06/2016	[redacted]		7206 Lila St.	pharr	78516
	Martinez	Delma	Delma Martinez	07/18/2016	[redacted]	356650	8205 Connie St	pharr	78516
	Martinez	Agustin	Agustin M	07/06/2016	[redacted]	10081406	813 Crockett Ave	pharr	78516
	Garcia	Natividad G.	Natividad G.	07/06/2016	[redacted]	10048591	225 Veracruz Ave	pharr	78516
	Moya	Evelyn	Moya Evelyn	07/06/2016	[redacted]	10078570	7009 San Jose St.	Pharr	78516
	Moya	Nataniel	Moya Nataniel	07/06/2016	[redacted]		7009 San Jose St.	pharr	78516

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
1	Garcia	Aaron		7/7/16	[redacted]		1010 Alanta st.	Edinburg	78541
2	Bramlett	Joseph		7/7/16			815 Denver st.	Edinburg	78541
3	Coronado	Brittany		7/7/16		100640886	815 Denver st	Edinburg	78541
4	Delgadillo	Janette		7/7/16		101827711	6503 n. westgate dr	Weslaco	78599
5	Ibarra	Madelyne		7/8/16			1513 Orlando st. apt B	Edinburg	78541
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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	PRADO	ABEL		7-6-16	[redacted]	20602313	2522 RD	DONN	78537
	Reyna	Karla	Karla A. Reyna	7-6-16		10103583		PHAR	78577
	Soto	Eva	Eva Soto	7-6-16		305425		AL	78516
	OROZCO	Leo		7-6-16				D	537
	Garcia	Olawaica		7-6-16		468094			
	Torres	Jose		7-6-16			153		
	Marrero	Daniella		7-6-16		10142369	1002		
	Vega	Vanessa		7-6-16			217 Sunset Ln		
	Galindo	Erika		7-6-16			1204 W 24th St.		
	Ramirez	Jasve		7-6-16		10187703	1120 Primrose Ave. Apt. 4	M	
	Herrera	Samantha		7-6-16		10172834	7919 Texas St.	Edinburg, TX	78538
	Hernandez	Eibet		7-6-16		365088	10924 Karen St.	Mission TX	78574

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Robledo	Irene	Irene Robledo	06/10/16	[redacted]	53940164	7304 E Jara Rd	Edinburg Tx	78539
	Benavidez	Gloria	Gloria Benavidez	06/10/16		53977306	2312 Arroyo Ave.	Mcallen Tx	78504
	Robledo	Jose N.	Jose Robledo	6/10/16		053333851	1317 E. Champion St	Edinburg, TX	78539
	Robledo	Alma	Alma Robledo	6/10/16		139631255	1317 E. Champion St.	Edinburg, TX	78539
	Robledo	Consuelo	Consuelo Robledo	~~10/05/34~~ 6-10-16		053323825			
	Robledo	Martha	Martha Robledo	6-20-16		~~10545~~ 1054541335	1509 S. 13th	Edbg TX	78539
	Robledo	Moises	Moises Robledo	06-20-16		1054348436	1509 S. 13th	Edbg, TX	78539
	Cerezo	Oralia	Oralia Cerezo	Cerezo		1053233233	329 Roundup circle	edbg TX	78539
	Mendoza	Lucas	Lucas Mendoza	6-20-16		1182988284	925 S. 16 ave.	Edinburg TX.	78539
	Saldivar	Francisco	Francisco Saldivar	6-20-16		105284850	717 W Mall	Edinburg	78539
	Salazar	Lydia	Lydia Salazar	6-21-16		105521571	1122 E. Van Week	Edinburg	78539
	Salazar	Eluterio	Eluterio Salazar	6-21-16		105319894	1122 E. Van Week	Edinburg	78539
X	Gomez	Maricela	Maricela Gomez	6-21-16		NR	626 W. Rio Mar	Edinburg	78541

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	VASQUEZ	JORGE		6/6/16	[redacted]	10000351	2201 South Stewart Rd	San Juan	78589
	Wadhawan	Reyna		6/6/16		232984	3401 Santa Fe	Mission	78572
	LOPEZ	ARNOLFO		6-6-16		216790	2415 W 28th Lane	Mcallen	78501
	PEREZ	FRANCISCO		6-6-16		3661163	3157 KENNEDY	MCALLEN	78501
	Guzman	Leo		6-6-16		303040		Mcallen, TX	78501
	Chelius	Martha E		6-6-16		1053459660	200 W Westway	mcallen	78501
	Ruiz	Maria		6-6-16		109060	1000 N. 27th St.	Mcallen	78501
	Mora	Fermin		6-6-16		413112	4536 E Canton Rd	Edinburg	78542
	Cuellar	Barbara		6-6-16		467773	2021 Cedarwood Rd	McAllen	78501
	Hinojosa	Jose		6-6-16		284805	7416 N. 30th ct	mcallen	78504
	Perez	Frank		6-6-16		321519	2001 Lindberg Circle	McAllen	78501
	Valdez	Victor		6-6-16		471259	801 Green Briar	Edinburg	78539
	Perez	Myma		6-6-16		144323	2157 Kennedy circle	McAllen Tex	78501
	Roel	Rodimiro		6/6/16		322124	2157 Kennedy circle	Mcallen TEX	78501
	Rodriguez	Jesus		6-8-16		323387	2917 yuma	McAllen Tex	78503
	Rodriguez	Francisca		6-8-16		324884	2917 yuma	McAllen Tex	78503
	Rodriguez	Amelia		6-8-16		122641	2141 Kennedy circle	McAllen Tex	78503
	GUZMAN	Estella		6-8-16		10068786	2152 Kennedy circle	McAllen Tx.	78501
	GUZMAN	Alejandro		6-8-16		10068486	2152 Kennedy circle	McAllen TX	78501

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Andrade	Rosie	R. M. Andrade	6-16-2016	[redacted]	92571	7000 N. 32nd	McAllen	78504
	MUSTAFFA	ESPERANZA	Esperanza Mustaffa	6/16/2016		437887	1216 sonoma	mcallen TX	78501
	Rosales	Nancy	NR	06/16/16		NR	1605 Cardinal Ave	McAllen	78504
	Gonzalez	Sandra	Sandra Gonzalez	6/16/2016		267461	6614 Mile 7 Rd	Mission TX	78573
	LOZANO	Gisella		6/16/2016		402176	2616 N. 7th St	McAllen TX	78501
	ZAmora	Silvia		6/16/2016		1013745?	4210 N. Main #82	McAllen Tx	78504
	Villanueva	Joe		6/16/16		247354	301 W. Expressway 83	McAllen Tx	78504
	Briones	Antonia	Antonia Briones	6-17-16		39465	2148 Lindberg circle	McAllen tx	78501
	Garza	Juanita	Juanita Garza	6-17-16		342095	1000 Sun 27	McAllen tx	78501
	Caceres	Maria	Maria M Caceres	6-17-16		7538	913 N. Bentsen	MCALLEN Tx	78501
	CANO	Rosario	Rosario Cano	6-19-16		445960	1228 W. Frontage Rd	ALAMO TX.	78516
	CANO	VANESSA	Vanessa Cano	6-19-16		445673	1408 Tierra del Sol	ALAMO tx	78516
	Cano	Lisbeth	Lisbeth Cano	6-19-16		10095021	1228 W Frontage Rd	Alamo tx	78516
	Mercado	MINERVA	Minerva Mercado	6-20-16		45833	500 Kennedy	McAllen TX	78501
	ZAPATA	ALFREDO	Alfredo Zapata	6-20-16		76317	301 W. ESPERANZA	MCALLEN TX	78501
	Mendiola	Lolita	Lolita Mendiola	6-2016		445329	2508 Rosa Linda St	Mission TX	78572
	Garza	Noelia	Noelia Garza	6-20-16		106639	4813 Sur 30	McAllen Tx	78503
	Aguirre	Aurora	Aurora Aguirre	6-20-16		NR.	1902 Sur 20	McAllen Tx	78503

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Alvarez	Pedro		6-13-16	[redacted]	368291	21703 N. Valverde	Edinburg	78542
	Perez	Jose'Luis		6-13-16		230298	2332 N. FM. 493	Edcouch Tx	78538
	Barrientos	Herlinda		6-13-16		321740	9563 14 E Sam Ano	Edinburg Tx	78539
	Martinez	Concha		6-13-16		331592	P.O. Box 3054	Edinburg	78539
	Aguayo	German		6-13-16		20606607	60:10-Rebirst (redard)	Edinburg	78542
X	Enriquez	Anita		6-13-16		NF	Richarson	Edinburg	
	Valdez	Cecilia		6-19-16		319741	801 Greenbriar 17	Edinburg Tx	78539
	Valdez	Cristina		6-19-16		402212	3829 W. Faithhill #3	Edinburg	78541
	Valdez	Maria		06-19-16		10087604	801 Greenbriar Dr #17	Edinburg, TX	78539
	Luna	Jose		6-19-16		NF	380 este Javie	Edinburg	78542
	Peña	San Juanita		6-19-16		10181626	1105 Serenidad	Phar tx	78577
	SANCHEZ	BENJAMIN		6-19-16		10022145	6310 SELENA DR	EDINBURG TX	78542
X	MORENO	ALFREDO		6-19-16		NR	6310 Selena DR	Edinburg TX	78541
	MUÑOZ			6-19-16		221751	5725 Sky apt 1	Edinburg TX	78541
	SUSTAITA	Ana		6 19 16		338941	3300 Custer	Edinburg	78542
	Ramirez	Adrian		6/20/16		283293	3319 S-Mallard	MERC	78503

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	García	José	José Luis García Cortés	7/6/16	[redacted]	01609944	3417 Judith Ave.	McAllen, Tx	78503
	Quiroz	Laura	Laura Quiroz	7/6/16		053842749	548 E. ST. ANNE DR.	Pharr, Tx.	78577
	Rodriguez	Maria L.	Maria L. Rodriguez	7/6/16		053708810	541 E. St. Anne Dr.	Pharr, TX.	78577
	Esparza	Elizabeth	Elizabeth Esparza	7/6/16		00034939	541 E. St. Anne Dr.	Pharr, Tx	78577
	Quiroz	Higinio	Higinio Quiroz	7/6/16		00554906	548 E. St. Anne Dr.	Pharr, TX	78577
	Quiroz	Marieruz	Mari Quiroz	7/6/16		00082965	548 E. St. Anne Dr.	Pharr, TX.	78577
X	Quiroz Jr.	Pedro	Pedro Quiroz Jr.	7/6/16		NR	548 E. St. Anne Dr.	Pharr, Tx	78577
	Padron	Jasmine	Jasmine Padron	7/6/16		0170343	3609 S. M street	Mc Allen, TX.	78503
	Segura Quiroz	Marili	Marili Segura	7/6/16		00027863	548 St. Anne Dr.	Pharr, TX.	78577
	Viramontes	Erica	Erica Viramontes	7/6/16		09 72541	545 St. Anne Dr.	Phar TX	78577
	Viramontes	Francisco	Francisco Viramontes	7/6/16		3948 32	6105 S. Azul Lane	Phar TX	78577
	Esparza	Maria	Maria Esparza	7/6/16		00107119	317 Darlene Dr	Pharr TX	78577
	Roldan	Sergio	Sergio Roldan	7/6/16		00117541	317 Darlene Dr	Pharr TX	78577
	Perez	Sofia	Sofia Perez	7-7-16		5127077	207 Castel Cir	Edinburg Tx	78539
	Guzman	Rafael	Rafael Guzman	7-7-16		3767441	1509 Denise	Alamo, TX	78516
	Guzman	Abdiel	Abdiel Guzman	7-7-16		00151522	409 Aldrin	Donna, Tx	78537
X	Torres	Stephanie	Stephanie Torres	7-7-16		NR	409 Aldrin St.	Donna, Tx	78537
X	Guzmán	Victor	Victor Guzmán	7-7-16		NR	1509 Denice	Alamo Tx	78516
	Zepeda	Edgar	E. Zepeda	7-7-16		NR	1509 Denise	Alamo TX	78516
	Zepeda	Eunice	Eunice Zepeda	07/07/16		10150363	109 Denise	Alamo Tx.	Tx 516

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Martinez	Clara	Clara Matiz	7/6/2016	[redacted]	261775	7629 19th Sherry Lane	Pharr	78577
	Ibarra	Ana		7/7/2016 ~~12/18/1993~~		10097913	225 E. Veracruz Dr.	Pharr	78577
	Molina	Ernesto		7/7/2016		10120376	213 E. Veracruz Dr.	Pharr	78577
	Garcia	Clara		7-7-16		10053655	1303 Gary St	Pharr	78577
	Negrete	Alberto		7-7-16		NR	6908 Jmariela.	Pharr	78577
	Castillo	Marcelino		7/7/16		463108	225 E. Veracruz	pharr	78577
	Alvarez	Pedro		7/7/16		1:01173378	7206 Lila St.	Pharr	78577
	~~Matamoros~~	~~Hilera~~		~~7/7/16~~			517 Santa Monica St.	Pharr	78577
	~~Matamoros~~	~~Agapito~~		~~7/07/2016~~			517 Santa Monica St.	Pharr	78577
	Martinez	Priscilla		7/07/2016		10052947	7625 Sherry Ln	Pharr	78577
	Zamarripa	Yolanda		7/7/16		345433	804 Crockett AVe	pharr	78577
	Zamarripa	Yajaira		7/07/2016		10091384	804 Crockett AVe	Pharr	78577
	Ramirez	Pedro		7/02/2016		518395	804 Crockett AVe	Pharr	78577
Rejected	Christian	Zamarripa		7/07/2016		10027407	804 Crockett AVe	pharr	78577
	Martinez	Agustin		7/07/2016		347611	813 Crockett AVe	Pharr	78577
	Medina	Sandra		7/07/2016		10059790	6803 Rivera St.	Pharr	78577
	Medina	Manuel		7/07/2016		NR	6803 Rivera St.	Pharr	78577
	Martinez	Maximiliano		7/07/2016		NR	1311 Mayfair St	San Juan	78589
	Medina	Venesa		7/07/2016		426964	136 Veracruz	Pharr	78589

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
1	SANDER	maritza		5/20/16	[redacted]	10537175 17	2104 Goldcrest	McAllen TX	78504
	BUENO	EVAN		5/28/16		394483	425 W. Juarez Ave	Pharr	78577
	Martinez	Maricela		7/5/16		32 92776	225 E. Veracruz	Pharr TX	78577
	Haro	Ruby		7/5/16		10193152	307 S Valverde rd	Donna	78539
	Trevino	Marcy		7/5/16		00582777	815 Denver St.	Edinburg Tx.	78541
	SALINAS	YVETTE		7/6/16		523178	418 N. Chicago St	Alton TX	78573
	Ortega	Julian		7/5/16		05444790	1716 W. Corpus Christi	Weslaco, Tx	78596
	Trevino	Maria		7-5-16		17092349	413 Fleetwood Dr	Alamo TX	78516
	Valdez-Cox	Juanita		7-5-16		143158	302 N. Valley View St	Donna, Tx	78537
	Cox	Vaughn		7-5-16		143159	302 N Valley View Rd	Donna Tx	78537
	GONZALEZ-HERNADEZ	CARLOS		7-5-16		10142314	1720 Kendlewood #1	McAllen, Tx	78501
	AYALA	CIARA		7/6/16		10122534	505 Esperanza	McAllen	78501
	Flores	Lourdes		7/6/16		10033544	2205 Lusby St.	Mission	78574
	Lyssy	Brooke		7/6/16		10147845	408 W. Esperanza Ave.	McAllen	78501
	Delgado	Estela		7/6/16		302228	1000 S 5th ST	Weslaco	78596
	ORTEGA	ORLANDO		7/6/16		10047514	602 N. PADRE ANA	WESLACO	78596
	CASAS	Ramona		7/6/16		368442	3510 Rancho del Rey	Edinburg	78542
	Diaz	Daniel		7/6/16		10082783	942 Guadalupe Rd	Palmview Tx	78574
	Martinez	Eduardo		7/6/16		10066922	516 E. Juarez Ave	Pharr, TX	78577

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Quezada	Jennifer	Jennifer Quezada	5-24-16	[redacted]	2119702326	6611 S. Trail Dr.	Edinburg	78542
	Quezada	Christopher		5-24-16		11657033?0	1815 Ariel Ln	Edinburg	78539
	Sanchez	Maria		5-24-16		1053954914	2104 Goldcrest	Mcallen	78504
	Quezada	Geneva		5/24/16		1203467442	1815 Ariel Ln	Edinburg	78539
	Almanza	Guillermo		5/30/16		1192647736	4331 W. Lopez Drive	Edinburg	78542
	Alaniz	Emma	Emma Alaniz	5-20-16		1052991748	707 Navarro Ln	Edinburg Tx	78542
	ORTEGA	ORLANDO		6-10-16		10047514	622 N. DIXIE AVE. #.	WESLACO, TX	78596
	NARVAEZ	SERGIO		6-16-16		10052801	10437 N. MAYBERRY RD.	MISSION TX	78573
	Almanza	Fernando		5-30-16		1163361688	4331 N. Lopez Drive	Edinburg, TX	78542
	Quiroz	Laura		6/3/16		1053842749	548 E St. Anne Dr.	Pharr	78577
	Negrete	Lupita		6-3-16		1054646608	833 Siesta St.	Pharr	TX 78577
	Gomez	Maria		6-3-16		1053136922	544 ST. ANNE DR	Pharr	78577
	Trujillo	Samantha		6-3-16		1221045364	1809 AZTEC DR	Alamo	78516
X	Trujillo	Maribel		6-3-16		1054200660	1809 AZTEC DR.	Alamo	78516
	Quiroz	Teodoro Jr		6-3-16		1054853784	801 Scarlett	Phar	78577
	Torres	John-Michael		6-3-16		1139044544	2125 Lincoln St.	Mission	78572
	Flores	Sheena		6/5/16		1191455582	1061 N 10th St	Edinburg	78542
	Rocha	Kimberly		6/5/16		1199734523	3533 Cessna Ave	Edinburg	78542
	Rocha	Natali		6/5/16		1220178197	3533 Cessna Ave	Edinburg	78542

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

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	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	Coronado	Rosa Maria	Rosa Ma Coronado	07/06/2016	[redacted]	101 825 76	1143 Anacua Circle	Alamo	78516
	Coronado	Stacy	Coronado Stacy	07/06/2016	[redacted]	10098918	1143 Anacua circle	Alamo	785 16.
*	Coronado	Edgar	Edgar Coronado	07/06/2016	[redacted]	NR	1143 Anacua Circle	Alamo	78516
	Medina	Consuelo	Consuelo Medina		[redacted]	415928	136 Veracruz	Pharr	78516
	Alvarez	Ana J.	Alvarez Ana J.	07/06/2016	[redacted]	10KP123	7206 Lila St.	pharr	78516
	Martinez	Delma	Delma Martinez	7/18/2016	[redacted]	356650	8205 Connie St	Pharr	78516
	Martinez	Agustin	Agustin MS	07/06/2016	[redacted]	10081406	813 Crockett Ave	pharr	78516
	Garcia	Natividad G.	Natividad G.	07/06/2016	[redacted]	10048591	725 Veracruz Ave	phair	78516
	Moya	Evelyn	Moya Evelyn	07/06/2016	[redacted]	10078570	7009 San Jose St.	Pharr	78516
	Moya	Nataniel	Moya Nataniel	07/06/2016	[redacted]	10139804	7009 San Jose St.	pharr	78516

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PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
X 1	Garcia	Aaron		7/7/16	[redacted]	NR	1010 Alanta st.	Edinburg	78541
X 2	Bramlett	Joseph		7/7/16		NR	815 Denver st.	Edinburg	78541
3	Coronado	Brittany		7/7/16		100640861	815 Denver st	Edinburg	78541
X 4	Delgadillo	Janette		7/7/16		10182711	6503 n. westgate dr	Weslaco	78599
5	Ibarra	Madelyne		7/8/16		NR	1513 Orlando st. apt B	Edinburg	78541
6									
7									
8									
9									
10									
11									

5

3 NR

2

10 of 11

PETITION TO CREATE THE HIDALGO COUNTY HEALTHCARE DISTRICT

The petition, signed by the following registered voters in Hidalgo County is intended to require an election be held in Hidalgo County concerning the question of the creation of the Hidalgo County Healthcare District. The provisions for this petition are set forth in the Texas Special District Local Laws Code §1122.021.

	Last Name	First Name	Signature	Date	Date of Birth	Voter Registration #	Home Address	City	Zip Code
	PRADO	ABEL		7-6-16	[redacted]	20602313	[illegible] RD	[illegible]	78537
	Reyna	Karla	Karla A. Reyna	7-6-16		10103583	[illegible]	[illegible]	78577
	Soto	Eva	Evasoto	7-6-16		305425	[illegible]	Al	[illegible]516
X	Orozco	Leo		7-6-16		NR	[illegible]	[illegible]	[illegible]37
	Garcia	Olivia		7-6-16		468094	[illegible]	[illegible]	[illegible]
	Torres	Jose		7-6-16		569368	[illegible]	[illegible]	[illegible]
	Marrero	Daniella		7-6-16		10142369	1002 [illegible]	[illegible]	[illegible]
X	Vega	Vanessa		7-6-16		NR-	2117 Sunset Ln	[illegible]	[illegible]
	Gajinda	Erika		7-6-16		10190249	1204 W 24th St	[illegible]	[illegible]
	Ramirez	Josue		7-6-16		10187703	1120 Primrose Ave. Apt. 41	M	[illegible]
	Herrera	Samantha		7-6-16		10172834	919 Texas St.	Edinburg, TX	78538
	Hernandez	Cabot		7-6-16		365088	10924 Kyle St	Mission tx	78574

12

2 NR

168 total Signatures

10

11 of 11

RESOLUTION OF THE HIDALGO COUNTY COMMISSIONERS COURT REGARDING REDUCTION OF AD VALOREM TAXES UPON CREATION OF HEALTHCARE DISTRICT

WHEREAS, in 2015 the Texas Legislature passed Chapter 1122 of the Special District Local Laws Code titled Hidalgo County Healthcare District authorizing a creation election and it approved by the voters of Hidalgo County creation of the Hidalgo County Healthcare District;

WHEREAS, a valid petition of voters calling for a healthcare district election has been presented to the Hidalgo County Commissioners Court; and

WHEREAS, Section 1122.2525 of the Special District Local Laws Code provides for a reduction in the ad valorem tax rate of Hidalgo County for the first year in which the Healthcare District imposes ad valorem taxes on property, the reduction being the amount Hidalgo County would have spent for health care purposes in that year because the Healthcare District, so created, will provide health care services previously provided or paid for by Hidalgo County;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court directs the Chief Executive Officer of Hidalgo County in consultation with the Budget Officer of Hidalgo County to verify that for the first year that the health care district imposes an ad valorem tax the ad valorem tax rate imposed by Hidalgo County for such year reflects the reduced health care spending that will be assumed by the healthcare district as required by Section 1122.2525 of the Special District Local Laws Code.

FURTHER RESOLVED, the independent certified public accounting firm under contract with Hidalgo County shall review the calculation of the Chief Executive Officer of Hidalgo County of the reduction of the health care spending amount assumed by the healthcare district.

Dated this 9th day of August, 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-55643 **Elections Administration** **5. B.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and approval of Early Voting Sites for the November 8, 2016 General Election
2. Discussion, consideration and approval of Election Day Voting Sites for the November 8, 2016 General Election

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

draft
draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2016 08:30 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Amanda Valdez Started On: 07/29/2016 05:01 PM

Final Approval Date: 08/05/2016

November 8, 2016 *(8 de Noviembre del 2016)*
Election Day Poll Locations
(Casillas Electorales para Día de Elección)
Polls OPEN from 7:00 AM to 7:00 PM
(Abiertos de 7:00am hasta las 7:00pm)

	PRECINCT *(precincto)*	CITY *(ciudad)*	BUILDING *(edificio)*	ADDRESS *(dirección)*	LOCATION *(ubicación)*
1	91, **177**, 178 & 229	Alamo	Alamo Comm. Center	1429 S. Tower	Main Entrance
2	**123**, 127, 176, 251 & 255	Alamo	Sgt. Fernando de la Rosa Lib.	416 N. Tower	Class Room
3	77, 130, 242 & **253**	Alamo	Santos Livas Elem. School	733 N. Alamo Rd.	Rm. 118 Comp. Lab
4	44**, 126,** 181 & 192	Alamo	Guerra Elem. School	807 FM 495	
5	**88,** 205, 211, 212 & 247	Alton	City Hall	509 S. Alton Blvd.	Comm. Chambers
6	**3**, 55, 171, 174 & 232	Donna	Amigos Del Valle	1408 Silver	Main Entrance
7	23, **120,** 172, 173 & 175	Donna	Boys and Girls Club	307 Miller Ave.	Main Entrance
8	**45**, 87 & 157	Donna	W.A. Todd 9th Grade Campus	400 N. Salinas Blvd.	Gym
9	**16**, 79 & 179	Edcouch	Edcouch Fire Station	201 W. Santa Rosa Ave.	Main Entrance
10	**14**, 151 & 152	Edinburg	Jefferson Elem. School	904 S. 12th St.	Gym
11	30 & 31	Edinburg	Edinburg North High School	3101 North Closner	Main Entrance
12	**105**	Edinburg	B.L. Garza Middle School	1202 N. Mon Mack Road	Health Room
13	**108 & 109**	Edinburg	Elections Annex Bldg.	317 N. Closner	North Entrance
14	52, **106** & 224	Edinburg	Canterbury Elem. School	2821 W. Canton Road	Main Entrance
15	13 & **107**	Edinburg	South Middle School	601 W. Freddy Gonzalez	West Entrance
16	**53** & 158	Edinburg	Francisco Barrientes School	1100 E. Ebony Lane	Library
17	**19**	Edinburg	Brewster Elem. School	22420 FM 1017	Room 102
18	**69**	Edinburg	Avila Elem. School	9205 N. Alamo Rd.	Library
19	**68 &** 154	Edinburg	Monte Cristo Elem. School	4010 N. Doolittle Rd.	Front of Library
20	221, 222, **223** & 230	Edinburg	Magee Elem. School	3420 W. Rogers Rd.	Gym
21	**239**	N. Edinburg	Guerra Elem. School	10010 N. Via Fernandez	Library
22	15, 70, **90**, 153, 119, 237 & 225	Elsa	Elsa Fire Station	216 E. 4th St.	Chambers
23	**12 &** 82	Granjeno	Granjeno City Hall	6603 S. FM 494	Conference Room
24	**18**, 92 & 180	Hargill	Hargill Elementary School	13394 4th St.	Gym
25	20, 233 & **234**	Hidalgo	Hidalgo City Hall	704 E. Texano	Chambers
26	**11**, 197, 198 & 257	La Joya	"New" La Joya City Hall	701 E. Expressway	Main Entrance
27	64, **99**, 183, 217, 219 & 254	La Joya	Kika De La Garza School	5441 N. La Homa Road	Main Entrance
28	**17**, 169 & 184	La Villa	Multi Purpose Bldg.	500 E. 9th St.	Class Room
29	8, **150** & 252	McAllen	STC Nursing Center	1101 E. Vermont Ave.	Atrium
30	47**, 49** & 231	McAllen	STC Pecan Campus	3201 Pecan Blvd.	Building J Main Lobby
31	**48**, 95, 149 & 193	McAllen	Palmview Community Center	3401 Jordan Avenue	Exercise Room
32	**65**, 84, 161, 162 & 163	McAllen	McAllen Public Lib.	4001 N. 23rd St.	Meeting Room B
33	62, **73**, 140 & 160	McAllen	Gonzalez Elem. School	201 E. Martin	Main Hallway
34	**96**	McAllen	Rayburn Elem. School	7000 N. Main	South Hallway
35	72, **81** & 200	McAllen	Lark Community Center	2601 Lark Avenue	Exercise Room
36	**97,** 164 & 216	McAllen	Las Palmas Comm. Ctr.	1925 N. 25th St.	Mesquite Room
37	124, **134**, 135, 141 & 168	McAllen	Milam Elementary School	3800 N. Main St.	South Hallway
38	**26**, 27, 138 & 139	McAllen	McAllen Incubator	601 N. Main St.	Main Entrance
39	**37**, 66, 67 & 136	McAllen	Crockett Elem. School	2112 N. Main St.	Cafeteria
40	**54**, 199 & 201	McAllen	Cayetano Cavazos Elem.	1501 W. Freddy Gonzalez	Teacher Lounge
41	**7**, 34, 148 & 246	McAllen	Palmer Pavilion	301 E. Hackberry	Pavilion

November 8, 2016 *(8 de Noviembre del 2016)*
Election Day Poll Locations
(Casillas Electorales para Día de Elección)
Polls OPEN from 7:00 AM to 7:00 PM
(Abiertos de 7:00am hasta las 7:00pm)

	PRECINCT *(precincto)*	**CITY** *(ciudad)*	**BUILDING** *(edificio)*	**ADDRESS** *(dirección)*	**LOCATION** *(ubicación)*
42	74, 129, 166, 167, 206 & **207**	McAllen	Fossum Middle School	7800 N. Ware Rd.	Main Foyer
43	24 & **76**	McCook	Immaculate Conception Parish Hall	28212 S. FM 2058	Main Entrance
44	1, 46, **85** & 213	Mercedes	Taylor Zachary	900 N. Missouri	Gym
45	**32** & 249	Mercedes	Mercedes Civic Center	530 W. 2nd St.	Civic Center Room
46	**56** & 202	Mercedes	Mercedes Early Childhood Ctr.	950 W. 6th	Library
47	**9,** 218, 220, 243 & 248	Mission	Veterans Memorial H.S.	700 E. 2 Mile Road	Main Entrance
48	**103**	Mission	Kika De La Garza Building	921 E. 12th St.	Main Entrance
49	**10,** 63 & 102	Mission	Mission City Hall	1201 East 8th	Community Room
50	**38**, 188, 203 & 215	Mission	B&G @ Bannworth Park	1822 N. Shary Rd.	Gym
51	75, 89, 125, 131, 133, 165, 182, 209, 241, **244** & 256	Mission	Salinas Elementary School	10820 N. Conway	Room 7
52	93, **94**, 128 & 204	Mission	Mission Fire Department	415 W. Tom Landry	Training Room
53	28 & **98**	Mission	O'Grady Elem. School	810 W. Griffin Parkway	Main Entrance
54	**83**	Mission	John H. Shary Elementary	2300 N. Glasscock	Cafeteria
55	**33**	Monte Alto	Monte Alto Community Center	25149 1st St.	Community Center
56	86, **101** & 236	Palmhurst	Church of Christ	1410 E. 3 Mile Rd	Family Room
57	29, **100**, 185 & 187	Palmview	Palmview City Hall	400 W. Veterans Blvd.	Council Chambers
58	**78** & 210	Palmview	Pct. #3 The Mansion	2401 N. Moorefield	Back Entrance
59	**50**, 145, 170, 194 & 195	Penitas	Penitas Meeting Rm. Annex	1320 S. Main St.	Meeting Room
60	**61**	Pharr	Napper Elementary School	903 N. Flag St.	Cafeteria
61	**115**	Pharr	Buckner Elementary	1001 N. Fir	[redacted]
62	**122**, 226, 227 & 228	Pharr	Valley View 5th Grade Campus	9701 S. Jackson Rd	Cafeteria
63	6 & **35**	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
64	25, **36** & 147	Pharr	Liberty Middle School	1212 S. Fir	Cafeteria
65	5, 137 & **146**	Pharr	Las Milpas Comm. Center	7107 S. Cage Blvd.	Main Entrance
66	**60**, 116, 142, 143, 144 & 240	Pharr	PSJA North High School	500 E. Earling Rd.	Auditorium Lobby
67	**40**, 155, 235 & 238	Progreso	Progreso Community Center	510 N. FM 1015	Main Entrance
68	**43**, 104 & 189	San Carlos	San Carlos Resource Comm.	230 N 86th St.	Multi Purpose Room
69	59, **117**, 159 & 245	San Juan	San Juan Fire Station #2	2301 N. Raul Longoria Rd	Comm. Room
70	**4** & 118	San Juan	Sorensen Elem. School	701 E. Sam Houston	[redacted]
71	**39** & 156	San Juan	Doedyns Elementary	1401 N. Raul Longoria	Cafeteria
72	**51 &** 80	Sullivan	Fire Station	500 Cenizo Drive	Main Building
73	22, 42, 112**, 132**, 186, 191 & 196	Weslaco	Business Visitor & Event Ctr.	275 S. Kansas	Conference Room
74	2, 71, 111, **113**, 114 & 121	Weslaco	Stephen F. Austin School	514 W. 4th St.	USDA Building
75	21, 41, **57**, 58, 110, 190 & 250	Weslaco	County Comm. Pct #1	1902 Joe Stephens Ave. Ste 101	Conference Room

CALL (956) 318-2570 For General Information (Llame para Información General)

NOVEMBER 8, 2016 GENERAL ELECTION *(8 de Noviembre de 2016, Elección General)*
EARLY VOTING SCHEDULE *(Horario para el Voto Adelantado)*

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	10/24/2016	7 am - 7 pm
Tuesday/ Martes	10/25/2016	7 am - 7 pm
Wednesday/ Miércoles	10/26/2016	7 am - 7 pm
Thursday/ Jueves	10/27/2016	7 am - 7 pm
Friday/ Viernes	10/28/2016	7 am - 7 pm
Saturday/ Sabado	10/29/2016	7 am - 7 pm

Days/ Dias	Dates/ Fechas	Hours/ Horas
Sunday/ Domingo	10/30/2016	10 am - 3 pm
Monday/ Lunes	10/31/2016	7 am - 7 pm
Tuesday/ Martes	11/1/2016	7 am - 7 pm
Wednesday/ Miércoles	11/2/2016	7 am - 7 pm
Thursday/ Jueves	11/3/2016	7 am - 7 pm
Friday/ Viernes	11/4/2016	7 am - 7 pm

EARLY VOTING SUBSTATION LOCATIONS
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
Sgt. F. DelaRosa Library
Class room
(Sala de clase)
416 N. Tower Rd.
Alamo, TX

ALTON SUB
Alton City Hall
Comm. Chambers
(Sala de Comisionados)
509 S. Alton Blvd.
Alton, TX

DONNA SUB
Amigos Del Valle
Main Entrance
(Entrada Principal)
1408 Silver Ave.
Donna, TX

EDCOUCH SUB
Edcouch Fire Station
Main Entrance
(Entrada Principal)
200 W. Santa Rosa Ave.
Edcouch, TX

EDINBURG SUB
Elections Annex Bldg.
Warehouse Room
(Sala de Bodega)
317 N. Closner "Rear"
Edinburg, TX

EDINBURG SUB
Fountain Center
Main Entrance
(Entrada Principal)
1210 E. Kuhn
Edinburg, TX

EDINBURG SUB
University of Texas RGV
Student Union Bldg.
(Union de Estudiantes)
1201 W. University
Edinburg, TX

ELSA SUB
Elsa Fire Station
Comm. Chambers
(Sala de Comisionados)
216 E. 4th St.
Elsa, TX

HIDALGO SUB
Hidalgo City Hall
Comm. Chambers
(Sala de Comisionados)
704 E. Texano
Hidalgo, TX

LA JOYA SUB
La Joya "NEW" City Hall
Main Entrance
(Entrada Principal)
701 E. Expressway 83
La Joya, TX

LA VILLA SUB
Multi-Purpose Building
Main Entrance
(Entrada Principal)
500 E. 9th Street
La Villa, TX

MCALLEN SUB
Lark Community Center
Exercise Room
(Sala de Ejercicio)
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
McAllen Public Library
Meeting Room B
(Sala de reunions B)
4001 N. 23rd St.
McAllen, TX

MCALLEN SUB
Palmer Pavilion
Pavilion
(Pabellón)
301 E. Hackberry
McAllen, TX

MCALLEN SUB
Palmview Comm. Center
Exercise Room
(Sala de Ejercicio)
3401 Jordan Ave.
McAllen, TX

MCALLEN SUB
STC Cooper Center
Foyer
(Vestíbulo)
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
Mercedes Civic Center
Main Entrance
(Entrada Principal)
530 W. 2nd St.
Mercedes, TX

MISSION SUB
Mission City Hall
Community Room
(Sala de Comunidad)
1201 E. 8th St.
Mission, TX

MISSION SUB
B&G @ Bannworth Park
Gym
(Gimnasio)
1822 N. Shary Rd.
Mission, TX

MONTE ALTO SUB
Monte Alto Comm. Center
Main Entrance
(Entrada Principal)
25149 1st Street
Monte Alto, TX

PALMVIEW SUB
Co. Commissioner Pct. #3
"The Mansion"
Back Entrance
(Entrada Trasera)
2401 N. Moorefield Rd.
Palmview, TX

PENITAS SUB
Peñitas City Hall
Meeting Room
(Sala de Reuniones)
1320 S. Main St.
Peñitas, TX

PHARR SUB
Jose Pepe Salinas Ctr.
Conference Room
(Sala de Conferencias)
1011 W. Kelly
Pharr, TX

PHARR SUB
Las Milpas Comm. Center
Main Entrance
(Entrada Principal)
7107 S. Cage Blvd.
Pharr, TX

PHARR (Valley View) SUB
Valley View 5th Grade Campus
Cafeteria
(Cafetería)
9701 S. Jackson Rd.
Pharr, TX

PROGRESO SUB
Progreso Comm. Center
Main Entrance
(Entrada Principal)
510 FM 1015
Progreso, TX

SAN JUAN SUB
San Juan Fire Station #2
Commissioner's Rm.
(Sala de Comisionados)
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
Sullivan Fire Station
Main Entrance
(Entrada Principal)
500 Cenizo
Sullivan City, TX

WESLACO SUB
Business Visitor & Event Center
Conference Room
(Sala de Conferencias)
275 S. Kansas
Weslaco, TX

DRAFT

AI-55641 **Elections Administration** **5. C.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and authority for the County Judge to order the November 8, 2016 General Election.
2. Requesting authorization for the County Judge to sign the required Notice of General Election.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

notice

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2016 08:29 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Amanda Valdez Started On: 07/29/2016 04:51 PM

Final Approval Date: 08/05/2016

AW1-
Prescribed by Secretary of State
Section 4.004, 83010, 85.004, 85.007 Texas Election Code
9/2009

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)

To the registered voters of the County of Hidalgo, Texas:

(A los votantes registrados del Condado de Hidalgo, Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 8, 2016, for voting in a general election to elect President, Members of Congress, Members of the Legislature, and state, district, county and precinct officers.

(Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 8 de noviembre de 2016 para votar en la Elección General para elegir Presidente, Miembros del Congreso, Miembros de la Legislatura, y oficiales del estado, distrito, condado y del precinto.)

On Election Day, voters must vote in their precinct where registered to vote.

(El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

CITY *(ciudad)*	**BUILDING** *(edificio)*	**ADDRESS** *(dirección)*	**PRECINCT** *(precincto)*
Alamo	Alamo Community Center	1429 S. Tower	91, **177**, 178 & 229
Alamo	Sgt. Fernando de la Rosa Library	416 N. Tower	**123**, 127, 176, 251 & 255
Alamo	Santos Livas Elementary School	733 N. Alamo Rd.	77, 130, 242 & **253**
Alamo	Guerra Elementary School	807 FM 495	44**, 126,** 181 & 192
Alton	Alton City Hall	509 S. Alton Blvd.	**88,** 205, 211, 212 & 247
Donna	Amigos Del Valle	1408 Silver	**3**, 55, 171, 174 & 232
Donna	Boys and Girls Club	307 Miller Ave.	23, **120,** 172, 173 & 175
Donna	W.A. Todd 9th Grade Campus	400 N. Salinas Blvd.	**45**, 87 & 157
Edcouch	Edcouch Fire Station	201 W. Santa Rosa Ave.	**16**, 79 & 179
Edinburg	Jefferson Elementary School	904 S. 12th St.	**14**, 151 & 152
Edinburg	Edinburg North High School	3101 North Closner	30 & 31
Edinburg	B.L. Garza Middle School	1202 N. Mon Mack Road	**105**
Edinburg	Elections Annex Building	317 N. Closner	**108 & 109**
Edinburg	Canterbury Elementary School	2821 W. Canton Road	52, **106** & 224
Edinburg	South Middle School	601 W. Freddy Gonzalez	13 & **107**
Edinburg	Francisco Barrientes Middle School	1100 E. Ebony Lane	**53** & 158
Edinburg	Brewster Elementary School	22420 FM 1017	**19**
Edinburg	Avila Elementary School	9205 N. Alamo Rd.	**69**
Edinburg	Monte Cristo Elementary School	4010 N. Doolittle Rd.	**68 &** 154
Edinburg	Magee Elementary School	3420 W. Rogers Rd.	221, 222, **223** & 230
N. Edinburg	Guerra Elementary School	10010 N. Via Fernandez	**239**
Elsa	Elsa Fire Station	216 E. 4th St.	15, 70, **90**, 119, 153, 225 & 237
Granjeno	Granjeno City Hall	6603 S. FM 494	**12 &** 82
Hargill	Hargill Elementary School	13394 4th St.	**18**, 92 & 180
Hidalgo	Hidalgo City Hall	704 E. Texano	20, 233 & **234**
La Joya	"New" La Joya City Hall	701 E. Expressway	**11**, 197, 198 & 257
La Joya	Kika De La Garza Elem. School	5441 N. La Homa Road	64, **99**, 183, 217, 219 & 254
La Villa	Multi Purpose Bldg.	500 E. 9th St.	**17**, 169 & 184
McAllen	STC Nursing Center	1101 E. Vermont Ave.	8, **150** & 252
McAllen	STC Pecan Campus	3201 Pecan Blvd.	47**, 49** & 231
McAllen	Palmview Community Center	3401 Jordan Avenue	**48**, 95, 149 & 193
McAllen	McAllen Public Library	4001 N. 23rd St.	**65**, 84, 161, 162 & 163
McAllen	Gonzalez Elementary School	201 E. Martin	62, **73**, 140 & 160
McAllen	Rayburn Elementary School	7000 N. Main	**96**
McAllen	Lark Community Center	2601 Lark Avenue	72, **81** & 200
McAllen	Las Palmas Community Center	1925 N. 25th St.	**97,** 164 & 216
McAllen	Milam Elementary School	3800 N. Main St.	124, **134**, 135, 141 & 168
McAllen	McAllen Incubator	601 N. Main St.	**26**, 27, 138 & 139
McAllen	Crockett Elementary School	2112 N. Main St.	**37**, 66, 67 & 136
McAllen	Cayetano Cavazos Elem. School	1501 W. Freddy Gonzalez	**54**, 199 & 201
McAllen	Palmer Pavilion	301 E. Hackberry	**7**, 34, 148 & 246
McAllen	Fossum Middle School	7800 N. Ware Rd.	74, 129, 166, 167, 206 & **207**
McCook	Immaculate Conception Parish Hall	28212 S. FM 2058	24 & **76**
Mercedes	Taylor Zachary	900 N. Missouri	1, 46, **85** & 213
Mercedes	Mercedes Civic Center	530 W. 2nd St.	**32** & 249
Mercedes	Mercedes Early Childhood Center	950 W. 6th	**56** & 202
Mission	Veterans Memorial High School	700 E. 2 Mile Road	**9,** 218, 220, 243 & 248
Mission	Kika De La Garza Building	921 E. 12th St.	**103**
Mission	Mission City Hall	1201 East 8th	**10,** 63 & 102
Mission	B&G Gym @ Bannworth Park	1822 N. Shary Rd.	**38**, 188, 203 & 215
Mission	Salinas Elementary School	10820 N. Conway	75, 89, 125, 131, 133, 165, 182, 209, 241, **244** & 256
Mission	Mission Fire Department	415 W. Tom Landry	93, **94**, 128 & 204

Mission	O'Grady Elementary School	810 W. Griffin Parkway	28 & **98**
Mission	John H. Shary Elementary School	2300 N. Glasscock	**83**
Monte Alto	Monte Alto Community Center	25149 1st St.	**33**
Palmhurst	Church of Christ	1410 E. 3 Mile Rd	86, **101** & 236
Palmview	Palmview City Hall	400 W. Veterans Blvd.	29, **100**, 185 & 187
Palmview	Pct. #3 "The Mansion"	2401 N. Moorefield	**78** & 210
Penitas	Penitas Meeting Room Annex	1320 S. Main St.	**50**, 145, 170, 194 & 195
Pharr	Napper Elementary School	903 N. Flag St.	**61**
Pharr	Buckner Elementary School	1001 N. Fir	**115**
Pharr	Valley View 5th Grade Campus	9701 S. Jackson Rd	**122**, 226, 227 & 228
Pharr	Jose Pepe Salinas Center	1011 W. Kelly	6 & **35**
Pharr	Liberty Middle School	1212 S. Fir	25, **36** & 147
Pharr	Las Milpas Community Center	7107 S. Cage Blvd.	5, 137 & **146**
Pharr	PSJA North High School	500 E. Earling Rd.	**60**, 116, 142, 143, 144 & 240
Progreso	Progreso Community Center	510 N. FM 1015	**40**, 155, 235 & 238
San Carlos	San Carlos Comm. Resource Center	230 N 86th St.	**43**, 104 & 189
San Juan	San Juan Fire Station #2	2301 N. Raul Longoria Rd	59, **117**, 159 & 245
San Juan	Sorensen Elementary School	701 E. Sam Houston	**4** & 118
San Juan	Doedyns Elementary School	1401 N. Raul Longoria	**39** & 156
Sullivan	Sullivan City Fire Station	500 Cenizo Drive	**51 &** 80
Weslaco	Business Visitor & Event Center	275 S. Kansas	22, 42, 112**, 132**, 186, 191 & 196
Weslaco	Stephen F. Austin Middle School	514 W. 4th St.	2, 71, 111, **113**, 114 & 121
Weslaco	County Commissioner Pct #1	1902 Joe Stephens Ave. Ste. 101	21, 41, **57**, 58, 110, 190 & 250

For early voting, a voter may vote at any of the locations listed below:
(Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.)

Days *(Dias)*	**Dates *(Fechas)***	**Hours *(Horario)***
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City *(Ciudad)*	**Building *(Edificio)***	**Location *(Ubicación)***	**Address *(Dirección)***
Alamo, TX	Sgt. Fernando de la Rosa Library	Class Room *(Sala de Clase)*	416 N. Tower Rd.
Alton, TX	Alton City Hall	Commissioners Chambers *(Sala de Comisionados)*	509 S. Alton Blvd.
Donna, TX	Amigos del Valle	Commissioners Chambers *(Sala de Comisionados)*	1408 Silver Ave.
Edcouch, TX	Edcouch Fire Station	Main Entrance *(Entrada Principal)*	200 W. Santa Rosa Ave.
Edinburg, TX	Elections Annex Building	Warehouse Room *(Sala de Bodega)*	317 N. Closner
Edinburg, TX	Fountain Center	Main Entrance *(Entrada Principal)*	1210 E Kuhn
Edinburg, TX	University of Texas RGV	Student Union Building *(Union de Estudiantes)*	1201 W. University
Elsa, TX	Elsa Fire Station	Commissioners Chambers *(Sala de Comisionados)*	216 E. 4th Street
Hidalgo, TX	Hidalgo City Hall	Commissioners Chambers *(Sala de Comisionados)*	704 E. Texano
La Joya, TX	La Joya "New" City Hall	Main Entrance *(Entrada Principal)*	701 E. Expressway 83
La Villa, TX	Multi Purpose Building	Main Entrance *(Entrada Principal)*	500 E. 9th St.
McAllen, TX	Lark Community Center	Exercise Room *(Sala de Ejercicio)*	2601 Lark Ave.
McAllen, TX	McAllen Public Library	Meeting Room B *(Sala de Reuniones B)*	4001 N. 23rd St.
McAllen, TX	Palmer Pavilion	Pavilion *(Pabellón)*	301 E. Hackberry
McAllen, TX	Palmview Community Center	Exercise Room *(Sala de Ejercicio)*	3401 Jordan Ave.
McAllen, TX	STC Cooper Center	Foyer *(Vestíbulo)*	3200 Pecan Blvd.
Mercedes, TX	Mercedes Civic Center	Main Entrance *(Entrada Principal)*	530 W. 2nd Street
Mission, TX	Mission City Hall	Community Room *(Sala de Comunidad)*	1201 E. 8th Street
Mission, TX	B & G Gym @ Bannworth Park	Gym *(Gimnasio)*	1822 N. Shary Rd.
Monte Alto, TX	Monte Alto Community Center	Main Entrance *(Entrada Principal)*	25149 1st Street
Palmview, TX	Co. Comm. Pct. 3 "Mansion"	Back Entrance *(Entrada Trasera)*	2401 N. Moorefield Rd.
Peñitas, TX	Peñitas City Hall	Meeting Room *(Sala de Reuniones)*	1320 S. Main Street
Pharr, TX	Jose "Pepe" Salinas Center	Conference Room *(Salon de Conferencias)*	1011 W. Kelly
Pharr, TX	Las Milpas Community Center	Main Entrance *(Entrada Principal)*	7107 S. Cage Blvd.
Pharr, TX	Valley View 5th Grade Campus	Cafeteria *(Cafetería)*	9701 S. Jackson Rd.
Progreso, TX	Progreso Community Center	Main Entrance *(Entrada Principal)*	510 FM 1015
San Juan, TX	San Juan Fire Station #2	Commissioners Chambers *(Sala de Comisionados)*	2301 N. Raul Longoria
Sullivan, TX	Sullivan Fire Station	Main Entrance *(Entrada Principal)*	500 Cenizo Dr.
Weslaco, TX	Business Visitor & Event Center	Conference Room *(Sala de Conferencias)*	275 S. Kansas

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantado por correo deberán enviarse a:)

Yvonne Ramón, CERA
Hidalgo County Elections Department
101 South 10th Ave.
Edinburg, TX 78539

Applications for ballots by mail must be received no later than close of business on Friday, October 28, 2016
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el Viernes, 28 de Octubre, 2016)

Issued this 9th day of August 2016 *(Emitada este dia 9 de Agosto, 2016)*

_____

Hidalgo County Judge, Ramon Garcia
(Juez del Condado Hidalgo, Ramon Garcia)

AW1-1
Prescribed by Secretary of State
Section 3.004 3.006 85.004, Texas Election Code
3/07

ORDER OF GENERAL ELECTION
(ORDER DE ELECCION GENERAL)

An election is hereby ordered to be held on November 8, 2016 in Hidalgo County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una elección el dia 8 de Noviembre 2016, en el Condado de Hidalgo, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Articulo XVI, Sección 65, de la Constitución de Texas.)

Offices *(Puestos oficiales)*:

Judge, County Court at Law 7 *(Juez, Corte de Ley del Condado, Núm. 7)*
Sheriff *(Sherife)*
Tax Assessor-Collector *(Asesor-Colector de Impuestos)*
County Commissioner, Precinct 1 *(Comisionado del Condado, Precinto Núm. 1)*
County Commissioner, Precinct 3 *(Comisionado del Condado, Precinto Núm. 3)*
Justice of the Peace, Precinct 1 Place 1 *(Juez de Paz, Precinto Núm. 1, Lugar Núm. 1)*
Justice of the Peace, Precinct 2 Place 1 *(Juez de Paz, Precinto Núm. 2, Lugar Núm. 1)*
Justice of the Peace, Precinct 3 Place 1 *(Juez de Paz, Precinto Núm. 3, Lugar Núm. 1)*
Justice of the Peace, Precinct 4 Place 1 *(Juez de Paz, Precinto Núm. 4, Lugar Núm. 1)*
Constable, Precinct 1 *(Agente de Policía, Precinto Núm. 1)*
Constable, Precinct 2 *(Agente de Policía, Precinto Núm. 2)*
Constable, Precinct 3 *(Agente de Policía, Precinto Núm. 3)*
Constable, Precinct 4 *(Agente de Policía, Precinto Núm. 4)*

Early voting by personal appearance will be conducted as follows:
(La votación adelantada en persona se llevará a cabo como previsto:)

Days *(Dias)*	**Dates *(Fechas)***	**Hours *(Horario)***
Monday *(Lunes)*	Oct. 24, 2016	7:00 AM – 7:00 PM
Tuesday *(Martes)*	Oct. 25, 2016	7:00 AM – 7:00 PM
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Alamo, TX	Sgt. Fernando de la Rosa Library	Class Room *(Sala de Clase)*	416 N. Tower Rd.
Alton, TX	Alton City Hall	Commissioners Chambers *(Sala de Comisionados)*	509 S. Alton Blvd.
Donna, TX	Amigos del Valle	Commissioners Chambers *(Sala de Comisionados)*	1408 Silver Ave.
Edcouch, TX	Edcouch Fire Station	Main Entrance *(Entrada Principal)*	200 W. Santa Rosa Ave.
Edinburg, TX	Elections Annex Building	Warehouse Room *(Sala de Bodega)*	317 N. Closner
Edinburg, TX	Fountain Center	Main Entrance *(Entrada Principal)*	1210 E Kuhn

Edinburg, TX	University of Texas RGV	Student Union Building *(Union de Estudiantes)*	1201 W. University
Elsa, TX	Elsa Fire Station	Commissioners Chambers *(Sala de Comisionados)*	216 E. 4th Street
Hidalgo, TX	Hidalgo City Hall	Commissioners Chambers *(Sala de Comisionados)*	704 E. Texano
La Joya, TX	La Joya "New" City Hall	Main Entrance *(Entrada Principal)*	701 E. Expressway 83
La Villa, TX	Multi Purpose Building	Main Entrance *(Entrada Principal)*	500 E. 9th St.
McAllen, TX	Lark Community Center	Exercise Room *(Sala de Ejercicio)*	2601 Lark Ave.
McAllen, TX	McAllen Public Library	Meeting Room B *(Sala de Reuniones B)*	4001 N. 23rd St.
McAllen, TX	Palmer Pavilion	Pavilion *(Pabellón)*	301 E. Hackberry
McAllen, TX	Palmview Community Center	Exercise Room *(Sala de Ejercicio)*	3401 Jordan Ave.
McAllen, TX	STC Cooper Center	Foyer *(vestíbulo)*	3200 Pecan Blvd.
Mercedes, TX	Mercedes Civic Center	Main Entrance *(Entrada Principal)*	530 W. 2nd Street
Mission, TX	Mission City Hall	Community Room *(Sala de Comunidad)*	1201 E. 8th Street
Mission, TX	B & G Club @ Bannworth Park	Gym *(Gimnasio)*	1822 N. Shary Rd.
Monte Alto, TX	Monte Alto Community Center	Main Entrance *(Entrada Principal)*	25149 1st Street
Palmview, TX	Co. Comm. Pct. 3 "Mansion"	Back Entrance *(Entrada Trasera)*	2401 N. Moorefield Rd.
Peñitas, TX	Peñitas City Hall	Meeting Room *(Sala de Reuniones)*	1320 S. Main Street
Pharr, TX	Jose "Pepe" Salinas Center	Conference Room *(Salon de Conferencias)*	1011 W. Kelly
Pharr, TX	Las Milpas Community Center	Main Entrance *(Entrada Principal)*	7107 S. Cage Blvd.
Pharr, TX	Valley View 5th Grade Campus	Cafeteria *(Cafetería)*	9701 S. Jackson Rd.
Progreso, TX	Progreso Community Center	Main Entrance *(Entrada Principal)*	510 FM 1015
San Juan, TX	San Juan Fire Station #2	Commissioners Chambers *(Sala de Comisionados)*	2301 N. Raul Longoria
Sullivan, TX	Sullivan Fire Station	Main Entrance *(Entrada Principal)*	500 Cenizo Dr.
Weslaco, TX	Business Visitor & Event Center	Conference Room *(Sala de Conferencias)*	275 S. Kansas

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(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el Viernes, 28 de Octubre, 2016)

Issued this 9th day of August 2016 *(Emitada este dia 9 de Agosto, 2016)*

Signature of Hidalgo County Judge, Ramon Garcia
(Firma del Juez del Condado Hidalgo, Ramon Garcia)

AI-55642 **Elections Administration** **5. D.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and authority for Commissioner's Court to order a Special Election on November 8, 2016 for the election of Hidalgo County Justice of the Peace, Precinct 3, Place 2.
2. Requesting authorization for the County Judge to sign the required Notice of Special Election.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

notice
order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2016 08:29 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Amanda Valdez Started On: 07/29/2016 04:58 PM

Final Approval Date: 08/05/2016

AW1-8
Prescribed by Secretary of State
Section 4.004, 83010, 85.004, 85.007 Texas Election Code
9/2009

NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION GENERAL)

To the registered voters of the County of Hidalgo, Texas:

(A los votantes registrados del Condado de Hidalgo, Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 8, 2016, for voting in a special election for the purpose of filling an unexpired term for Justice of the Peace, Precinct 3, Pl. 2.

(Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 8 de noviembre de 2016 con el propósito de elegir el Juez de Paz, Precinto Num. 3, Lugar Núm. 2, period inconcluso.)

On Election Day, voters must vote in their precinct where registered to vote.

(El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

CITY *(ciudad)*	**BUILDING** *(edificio)*	**ADDRESS** *(dirección)*	**PRECINCT** *(precincto)*
Alamo	Alamo Community Center	1429 S. Tower	91, **177**, 178 & 229
Alamo	Sgt. Fernando de la Rosa Library	416 N. Tower	**123**, 127, 176, 251 & 255
Alamo	Santos Livas Elementary School	733 N. Alamo Rd.	77, 130, 242 & **253**
Alamo	Guerra Elementary School	807 FM 495	44**, 126,** 181 & 192
Alton	Alton City Hall	509 S. Alton Blvd.	**88,** 205, 211, 212 & 247
Donna	Amigos Del Valle	1408 Silver	**3**, 55, 171, 174 & 232
Donna	Boys and Girls Club	307 Miller Ave.	23, **120,** 172, 173 & 175
Donna	W.A. Todd 9th Grade Campus	400 N. Salinas Blvd.	**45**, 87 & 157
Edcouch	Edcouch Fire Station	201 W. Santa Rosa Ave.	**16**, 79 & 179
Edinburg	Jefferson Elementary School	904 S. 12th St.	**14**, 151 & 152
Edinburg	Edinburg North High School	3101 North Closner	30 & 31
Edinburg	B.L. Garza Middle School	1202 N. Mon Mack Road	**105**
Edinburg	Elections Annex Building	317 N. Closner	**108 & 109**
Edinburg	Canterbury Elementary School	2821 W. Canton Road	52, **106** & 224
Edinburg	South Middle School	601 W. Freddy Gonzalez	13 & **107**
Edinburg	Francisco Barrientes Middle School	1100 E. Ebony Lane	**53** & 158
Edinburg	Brewster Elementary School	22420 FM 1017	**19**
Edinburg	Avila Elementary School	9205 N. Alamo Rd.	**69**
Edinburg	Monte Cristo Elementary School	4010 N. Doolittle Rd.	**68 &** 154
Edinburg	Magee Elementary School	3420 W. Rogers Rd.	221, 222, **223** & 230
N. Edinburg	Guerra Elementary School	10010 N. Via Fernandez	**239**
Elsa	Elsa Fire Station	216 E. 4th St.	15, 70, **90**, 119, 153, 225 & 237
Granjeno	Granjeno City Hall	6603 S. FM 494	**12 &** 82
Hargill	Hargill Elementary School	13394 4th St.	**18**, 92 & 180
Hidalgo	Hidalgo City Hall	704 E. Texano	20, 233 & **234**
La Joya	"New" La Joya City Hall	701 E. Expressway	**11**, 197, 198 & 257
La Joya	Kika De La Garza Elem. School	5441 N. La Homa Road	64, **99**, 183, 217, 219 & 254
La Villa	Multi Purpose Bldg.	500 E. 9th St.	**17**, 169 & 184
McAllen	STC Nursing Center	1101 E. Vermont Ave.	8, **150** & 252
McAllen	STC Pecan Campus	3201 Pecan Blvd.	47**, 49** & 231
McAllen	Palmview Community Center	3401 Jordan Avenue	**48**, 95, 149 & 193
McAllen	McAllen Public Library	4001 N. 23rd St.	**65**, 84, 161, 162 & 163
McAllen	Gonzalez Elementary School	201 E. Martin	62, **73**, 140 & 160
McAllen	Rayburn Elementary School	7000 N. Main	**96**
McAllen	Lark Community Center	2601 Lark Avenue	72, **81** & 200
McAllen	Las Palmas Community Center	1925 N. 25th St.	**97,** 164 & 216
McAllen	Milam Elementary School	3800 N. Main St.	124, **134**, 135, 141 & 168
McAllen	McAllen Incubator	601 N. Main St.	**26**, 27, 138 & 139
McAllen	Crockett Elementary School	2112 N. Main St.	**37**, 66, 67 & 136
McAllen	Cayetano Cavazos Elem. School	1501 W. Freddy Gonzalez	**54**, 199 & 201
McAllen	Palmer Pavilion	301 E. Hackberry	**7**, 34, 148 & 246
McAllen	Fossum Middle School	7800 N. Ware Rd.	74, 129, 166, 167, 206 & **207**
McCook	Immaculate Conception Parish Hall	28212 S. FM 2058	24 & **76**
Mercedes	Taylor Zachary	900 N. Missouri	1, 46, **85** & 213
Mercedes	Mercedes Civic Center	530 W. 2nd St.	**32** & 249
Mercedes	Mercedes Early Childhood Center	950 W. 6th	**56** & 202
Mission	Veterans Memorial High School	700 E. 2 Mile Road	**9,** 218, 220, 243 & 248
Mission	Kika De La Garza Building	921 E. 12th St.	**103**
Mission	Mission City Hall	1201 East 8th	**10,** 63 & 102
Mission	B&G Gym @ Bannworth Park	1822 N. Shary Rd.	**38**, 188, 203 & 215
Mission	Salinas Elementary School	10820 N. Conway	75, 89, 125, 131, 133, 165, 182, 209, 241, **244** & 256
Mission	Mission Fire Department	415 W. Tom Landry	93, **94**, 128 & 204

Mission	O'Grady Elementary School	810 W. Griffin Parkway	28 & **98**
Mission	John H. Shary Elementary School	2300 N. Glasscock	**83**
Monte Alto	Monte Alto Community Center	25149 1st St.	**33**
Palmhurst	Church of Christ	1410 E. 3 Mile Rd	86, **101** & 236
Palmview	Palmview City Hall	400 W. Veterans Blvd.	29, **100**, 185 & 187
Palmview	Pct. #3 "The Mansion"	2401 N. Moorefield	**78** & 210
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Pharr	Buckner Elementary School	1001 N. Fir	**115**
Pharr	Valley View 5th Grade Campus	9701 S. Jackson Rd	**122**, 226, 227 & 228
Pharr	Jose Pepe Salinas Center	1011 W. Kelly	6 & **35**
Pharr	Liberty Middle School	1212 S. Fir	25, **36** & 147
Pharr	Las Milpas Community Center	7107 S. Cage Blvd.	5, 137 & **146**
Pharr	PSJA North High School	500 E. Earling Rd.	**60**, 116, 142, 143, 144 & 240
Progreso	Progreso Community Center	510 N. FM 1015	**40**, 155, 235 & 238
San Carlos	San Carlos Comm. Resource Center	230 N 86th St.	**43**, 104 & 189
San Juan	San Juan Fire Station #2	2301 N. Raul Longoria Rd	59, **117**, 159 & 245
San Juan	Sorensen Elementary School	701 E. Sam Houston	**4** & 118
San Juan	Doedyns Elementary School	1401 N. Raul Longoria	**39** & 156
Sullivan	Sullivan City Fire Station	500 Cenizo Drive	**51 &** 80
Weslaco	Business Visitor & Event Center	275 S. Kansas	22, 42, 112**, 132**, 186, 191 & 196
Weslaco	Stephen F. Austin Middle School	514 W. 4th St.	2, 71, 111, **113**, 114 & 121
Weslaco	County Commissioner Pct #1	1902 Joe Stephens Ave. Ste. 101	21, 41, **57**, 58, 110, 190 & 250

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Donna, TX	Amigos del Valle	Commissioners Chambers *(Sala de Comisionados)*	1408 Silver Ave.
Edcouch, TX	Edcouch Fire Station	Main Entrance *(Entrada Principal)*	200 W. Santa Rosa Ave.
Edinburg, TX	Elections Annex Building	Warehouse Room *(Sala de Bodega)*	317 N. Closner
Edinburg, TX	Fountain Center	Main Entrance *(Entrada Principal)*	1210 E Kuhn
Edinburg, TX	University of Texas RGV	Student Union Building *(Union de Estudiantes)*	1201 W. University
Elsa, TX	Elsa Fire Station	Commissioners Chambers *(Sala de Comisionados)*	216 E. 4th Street
Hidalgo, TX	Hidalgo City Hall	Commissioners Chambers *(Sala de Comisionados)*	704 E. Texano
La Joya, TX	La Joya "New" City Hall	Main Entrance *(Entrada Principal)*	701 E. Expressway 83
La Villa, TX	Multi Purpose Building	Main Entrance *(Entrada Principal)*	500 E. 9th St.
McAllen, TX	Lark Community Center	Exercise Room *(Sala de Ejercicio)*	2601 Lark Ave.
McAllen, TX	McAllen Public Library	Meeting Room B *(Sala de Reuniones B)*	4001 N. 23rd St.
McAllen, TX	Palmer Pavilion	Pavilion *(Pabellón)*	301 E. Hackberry
McAllen, TX	Palmview Community Center	Exercise Room *(Sala de Ejercicio)*	3401 Jordan Ave.
McAllen, TX	STC Cooper Center	Foyer *(Vestíbulo)*	3200 Pecan Blvd.
Mercedes, TX	Mercedes Civic Center	Main Entrance *(Entrada Principal)*	530 W. 2nd Street
Mission, TX	Mission City Hall	Community Room *(Sala de Comunidad)*	1201 E. 8th Street
Mission, TX	B & G Gym @ Bannworth Park	Gym *(Gimnasio)*	1822 N. Shary Rd.
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Peñitas, TX	Peñitas City Hall	Meeting Room *(Sala de Reuniones)*	1320 S. Main Street
Pharr, TX	Jose "Pepe" Salinas Center	Conference Room *(Salon de Conferencias)*	1011 W. Kelly
Pharr, TX	Las Milpas Community Center	Main Entrance *(Entrada Principal)*	7107 S. Cage Blvd.
Pharr, TX	Valley View 5th Grade Campus	Cafeteria *(Cafetería)*	9701 S. Jackson Rd.
Progreso, TX	Progreso Community Center	Main Entrance *(Entrada Principal)*	510 FM 1015
San Juan, TX	San Juan Fire Station #2	Commissioners Chambers *(Sala de Comisionados)*	2301 N. Raul Longoria
Sullivan, TX	Sullivan Fire Station	Main Entrance *(Entrada Principal)*	500 Cenizo Dr.
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Edinburg, TX 78539

Applications for ballots by mail must be received no later than close of business on Friday, October 28, 2016
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el Viernes, 28 de Octubre, 2016)

Issued this 9th day of August 2016 *(Emitada este dia 9 de Agosto, 2016)*

_____

Hidalgo County Judge, Ramon Garcia
(Juez del Condado Hidalgo, Ramon Garcia)

AW1-1
Prescribed by Secretary of State
Section 3.004 3.006 83.010, 85.004, 85.007, Texas Election Code
3/2007

ORDER OF SPECIAL ELECTION
(ORDER DE ELECCION ESPECIAL)

An election is hereby ordered to be held on November 8, 2016 in Hidalgo County, Texas for the purpose of filling an unexpired term for Justice of the Peace, Precinct 3, Pl 2. *(Por la presente se ordena que se lleve a cabo una elección el dia 8 de Noviembre 2016, en el Condado de Hidalgo, Texas, con el propósito de elegir el Juez de Paz, Precinto Num. 3, Lugar Num. 2, periodo inconcluso.)*

Early voting by personal appearance will be conducted as follows:
(La votación adelantada en persona se llevará a cabo como previsto:)

Days *(Dias)*	**Dates *(Fechas)***	**Hours *(Horario)***
Monday *(Lunes)*	Oct. 24, 2016	7:00 AM – 7:00 PM
Tuesday *(Martes)*	Oct. 25, 2016	7:00 AM – 7:00 PM
Wednesday *(Miercoles)*	Oct. 26, 2016	7:00 AM – 7:00 PM
Thursday *(Jueves)*	Oct. 27, 2016	7:00 AM – 7:00 PM
Friday *(Viernes)*	Oct. 28, 2016	7:00 AM – 7:00 PM
Saturday *(Sabado)*	Oct. 29, 2016	7:00 AM – 7:00 PM
Sunday *(Domingo)*	Oct. 30, 2016	10:00 AM – 3:00 PM
Monday *(Lunes)*	Oct. 31, 2016	7:00 AM – 7:00 PM
Tuesday *(Martes)*	Nov. 1, 2016	7:00 AM – 7:00 PM
Wednesday *(Miercoles)*	Nov. 2, 2016	7:00 AM – 7:00 PM
Thursday *(Jueves)*	Nov. 3, 2016	7:00 AM – 7:00 PM
Friday *(Viernes)*	Nov. 4, 2016	7:00 AM – 7:00 PM

City *(Ciudad)*	**Building *(Edificio)***	**Location *(Ubicación)***	**Address *(Dirección)***
Alamo, TX	Sgt. Fernando de la Rosa Library	Class Room *(Sala de Clase)*	416 N. Tower Rd.
Alton, TX	Alton City Hall	Commissioners Chambers *(Sala de Comisionados)*	509 S. Alton Blvd.
Donna, TX	Amigos del Valle	Commissioners Chambers *(Sala de Comisionados)*	1408 Silver Ave.
Edcouch, TX	Edcouch Fire Station	Main Entrance *(Entrada Principal)*	200 W. Santa Rosa Ave.
Edinburg, TX	Elections Annex Building	Warehouse Room *(Sala de Bodega)*	317 N. Closner
Edinburg, TX	Fountain Center	Main Entrance *(Entrada Principal)*	1210 E Kuhn
Edinburg, TX	University of Texas RGV	Student Union Building *(Union de Estudiantes)*	1201 W. University
Elsa, TX	Elsa Fire Station	Commissioners Chambers *(Sala de Comisionados)*	216 E. 4th Street
Hidalgo, TX	Hidalgo City Hall	Commissioners Chambers *(Sala de Comisionados)*	704 E. Texano
La Joya, TX	La Joya "New" City Hall	Main Entrance *(Entrada Principal)*	701 E. Expressway 83
La Villa, TX	Multi Purpose Building	Main Entrance *(Entrada Principal)*	500 E. 9th St.
McAllen, TX	Lark Community Center	Exercise Room *(Sala de Ejercicio)*	2601 Lark Ave.
McAllen, TX	McAllen Public Library	Meeting Room B *(Sala de Reuniones B)*	4001 N. 23rd St.
McAllen, TX	Palmer Pavilion	Pavilion *(Pabellón)*	301 E. Hackberry
McAllen, TX	Palmview Community Center	Exercise Room *(Sala de Ejercicio)*	3401 Jordan Ave.
McAllen, TX	STC Cooper Center	Foyer *(vestíbulo)*	3200 Pecan Blvd.
Mercedes, TX	Mercedes Civic Center	Main Entrance *(Entrada Principal)*	530 W. 2nd Street
Mission, TX	Mission City Hall	Community Room *(Sala de Comunidad)*	1201 E. 8th Street
Mission, TX	B & G Club @ Bannworth Park	Gym *(Gimnasio)*	1822 N. Shary Rd.
Monte Alto, TX	Monte Alto Community Center	Main Entrance *(Entrada Principal)*	25149 1st Street
Palmview, TX	Co. Comm. Pct. 3 "Mansion"	Back Entrance *(Entrada Trasera)*	2401 N. Moorefield Rd.
Peñitas, TX	Peñitas City Hall	Meeting Room *(Sala de Reuniones)*	1320 S. Main Street
Pharr, TX	Jose "Pepe" Salinas Center	Conference Room *(Salon de Conferencias)*	1011 W. Kelly
Pharr, TX	Las Milpas Community Center	Main Entrance *(Entrada Principal)*	7107 S. Cage Blvd.
Pharr, TX	Valley View 5th Grade Campus	Cafeteria *(Cafetería)*	9701 S. Jackson Rd.
Progreso, TX	Progreso Community Center	Main Entrance *(Entrada Principal)*	510 FM 1015
San Juan, TX	San Juan Fire Station #2	Commissioners Chambers *(Sala de Comisionados)*	2301 N. Raul Longoria
Sullivan, TX	Sullivan Fire Station	Main Entrance *(Entrada Principal)*	500 Cenizo Dr.
Weslaco, TX	Business Visitor & Event Center	Conference Room *(Sala de Conferencias)*	275 S. Kansas

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantado por correo deberán enviarse a:)

Yvonne Ramón, CERA
Hidalgo County Elections Department
101 South 10th Ave.
Edinburg, TX 78539

Applications for ballots by mail must be received no later than close of business on Friday, October 28, 2016
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el Viernes, 28 de Octubre, 2016)

Issued this 9th day of August 2016 *(Emitada este dia 9 de Agosto, 2016)*

Ramon Garcia
Hidalgo County Judge
(Juez del Condado de Hidalgo)

A.C. Cuellar Jr.
County Commissioner, Pct. 1
(Comisionado del Condado, Precinto Núm. 1)

Eduardo "Eddie" Cantu
County Commissioner, Pct. 2
(Comisionado del Condado, Precinto Núm. 2)

Joe M. Flores
County Commissioner, Pct. 3
(Comisionado del Condado, Precinto Núm. 3)

Joseph Palacios
County Commissioner, Pct. 4
(Comisionado del Condado, Precinto Núm. 4)

AI-55676 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Consideration and Approval of a Resolution Opposing the recent Administrative Efforts by TxDOT to no longer apply the Economically Disadvantaged County Program to Off-System Transportation Projects throughout Texas, specifically Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 11:07 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Virginia Jones		Started On: 08/03/2016 08:48 AM
Final Approval Date: 08/05/2016		

STATE OF TEXAS

COUNTY OF HIDALGO

RESOLUTION

BE IT RESOLVED THAT ON THE 9TH DAY OF AUGUST, 2016, THE HIDALGO COUNTY COMMISSIONERS COURT CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE HIDALGO COUNTY COMMISSIONERS COURT, THE FOLLOWING ITEM WAS PLACED ON THE AGENDA OF THE SAID COURT FOR SUCH MEETING, PURSUANT TO GOVERNMENT CODE SECTION 551.041 ET. SEQ., VERNON'S TEXAS CIVIL STATUTES (THE TEXAS OPEN MEETING ACT) TO BE CONSIDERED

"CONSIDERATION AND APPROVAL OF A RESOLUTION OPPOSING THE RECENT ADMINISTRATIVE EFFORTS BY THE TEXAS DEPARTMENT OF TRANSPORTATION TO NO LONGER APPLY THE ECONOMICALLY DISADVANTAGED COUNTY PROGRAM TO OFF-SYSTEM (NON-TXDOT ROADWAYS) TRANSPORTATION PROJECTS THROUGHOUT THE STATE AND MORE SPECIFICALLY HIDALGO COUNTY."

WHEREAS, IN 1997, THE 75TH LEGISLATURE PASSED SENATE BILL 370, BETTER KNOWN AS THE TEXAS DEPARTMENT OF TRANSPORTATION SUNSET BILL; AND

WHEREAS, SECTION 1.18 OF SENATE BILL 370 GAVE THE TEXAS TRANSPORTATION COMMISSION THE ABILITY TO ADJUST THE MINIMUM LOCAL MATCHING FUNDS FOR COUNTIES WITH BELOW AVERAGE PROPERTY VALUES, PER CAPITA INCOME AND ABOVE AVERAGE UNEMPLOYMENT; AND

WHEREAS, THIS PROGRAM CAME TO BE KNOWN AS THE ECONOMICALLY DISADVANTAGED COUNTIES (EDC) PROGRAM PROVIDING AN INCENTIVE AND A TOOL TO ASSIST COUNTIES AND LOCAL GOVERNMENTS IN LEVERAGING THE NECESSARY DOLLARS TO BUILD ROADS; AND

WHEREAS, RECENTLY THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION WAS ADVISED BY TXDOT PHARR DISTRICT STAFF THAT TXDOT EDC FUNDS WOULD NO LONGER BE AVAILABLE TO OFF-SYSTEM PROJECTS (NON-TXDOT ROADWAYS); AND

WHEREAS, ALL OFF-SYSTEM LOCAL PROJECTS WITH ADVANCED FUNDING AGREEMENTS FOR NEW AND FUTURE PROJECTS WOULD NO LONGER BE ABLE TO ACCESS THESE MONIES; AND

WHEREAS, OVER TIME THIS PROGRAM HAS HELPED THE COUNTY PROVIDE MILLIONS IN LOCAL MATCHING DOLLARS TO MANY PROJECTS DELIVERING QUALITY OF LIFE IMPROVEMENTS, ESSENTIAL INFRASTRUCTURE, AND CONTINUED ECONOMIC GROWTH TO THE REGION; AND

WHEREAS, THE RECENTLY REVISED INTERPRETATION OF THE TEXAS ADMINISTRATIVE CODE BY THE TEXAS DEPARTMENT OF TRANSPORTATION WILL GREATLY HINDER THE ABILITY OF LOCAL GOVERNMENTS TO DEVELOP LOCAL INFRASTRUCTURE USING FEDERAL FUNDS; AND

WHEREAS, TXDOT, BECAUSE OF THE PASSAGE OF PROPOSITION 1 AND PROPOSITION 7 WHICH HAD STRONG SUPPORT FROM THIS COURT AND MANY CITIZENS IN THIS COUNTY AS APPROVED BY THE VOTERS, WILL HAVE NEW DOLLARS TO ADDRESS THEIR ROADWAYS LEAVING LOCAL GOVERNMENTS TASKED TO DEVELOP PLANS TO ADDRESS DEVELOPMENT AND MAINTENANCE OF THEIR LOCAL ROADWAY SYSTEM; AND

WHEREAS, THE COST TO THE STATE GOVERNMENT VERSUS THE BENEFIT TO THE CITIZENS OF HIDALGO COUNTY AND THE STATE OF TEXAS IS HIGHLY DISPROPORTIONATE AND WE BELIEVE THIS CHANGE IN TXDOT POLICY WILL UNFAIRLY IMPACT OUR AREAS.

NOW, THEREFORE, BE IT RESOLVED, THAT THE HIDALGO COUNTY COMMISSIONERS COURT UNANIMOUSLY EXPRESSES ITS OPPOSITION TO THIS POLICY AND URGES THE TEXAS DEPARTMENT OF TRANSPORTATION TO CONTINUE THE ECONOMICALLY DISADVANTAGED COUNTY PROGRAM FOR ALL PREVIOUSLY APPLICABLE COSTS SUCH AS CONSTRUCTION ENGINEERING AND CONSTRUCTION FOR OFF-SYSTEM ROADWAY PROJECTS.

APPROVED THIS 9TH DAY OF AUGUST, 2016.

COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS

_____
RAMON GARCIA
COUNTY JUDGE

_____
A.C. CUELLAR, JR.
COMMISSIONER PRECINCT 1

_____
JOE M. FLORES
COMMISSIONER PRECINCT 3

_____
EDUARDO “EDDIE” CANTU
COMMISSIONER PRECINCT 2

_____
JOSEPH PALACIOS
COMMISSIONER PRECINCT 4

ATTEST:

_____
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

AI-55571 **Constables** **7. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Discussion, consideration, and approval for Hidalgo County Constable Pct. 1 continued participation in Texas 1033 Surplus Property Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Application Renew

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/26/2016 02:52 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Joe Espinoza		Started On: 07/25/2016 12:09 PM
Final Approval Date: 08/05/2016		

CLEAR FORM

○ New
○ Update

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

*****This application must be updated and resubmitted within 30 days of any changes*****

○ Federal ○ State ○ Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ):_____

2YTXXX DODAAC (Update Only): _____

AGENCY: _____

PHYSICAL ADDRESS (No P.O. Box): _____

CITY: _____ STATE: _____ ZIP: _____

*****AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM*****
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: _____ PART-TIME: _____

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

***MAIN POC: Is the Primary POC for requests and property pickup**

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC			
SCREENER/POC #2			
SCREENER/POC #3			
SCREENER/POC #4			
WEAPON/POC			
AIRCRAFT/POC			
VEHICLE/POC			

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/: HEAD OF LOCAL AGENCY

_____ **DATE:** _____
PRINTED NAME

_____
SIGNATURE

STATE COORDINATOR/SPOC: (NOT REQUIRED FOR FEDERAL AGENCIES)

_____ **DATE:** _____
PRINTED NAME

_____
SIGNATURE

_____
LESO Team Lead Approval

AP Version: 1/28/16

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

_____

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) _____, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752
EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590
Fax Number: 512-424-7591
Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) _____.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) _____ understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

1) Manned Aircraft, fixed or rotary wing
2) Unmanned Aerial Vehicles
3) Wheeled Armored Vehicles
4) Wheeled Tactical Vehicles
5) Command and Control Vehicles
6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
7) Explosives and Pyrotechnics
8) Breaching apparatus

9) Riot Batons
10) Riot Helmets
11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;

2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);

3) The LEA's policies and protocols on deployment of this type of property;

4) Certifications on required training for use of this type of property; and

5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) _____ must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.

2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.

2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.

3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.

2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.

3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).

5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.

6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

1) Receive, validate, and reconcile incoming certified inventories from the LEAs.

2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

1) Complete the annual physical inventory as required.

2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.

a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.

(1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.

(2) The LESO requires serial number photos for each small arm received through the LESO Program.

b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.

4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.

2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

1) Support the LESO PCR process by:

a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.

b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.

c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.

2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.

a. The internal PCR will include, at minimum:

(1) A review of each selected LEAs LESO Program files.

(2) A review of the signed State Plan of Operation (SPO).

(3) A review of the LEA application and screener's letter.

(4) A physical inventory of the LESO Program property at each selected LEA.

(5) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.

2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.

a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.

b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.

2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.

3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.

3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.

2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.

3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).

4) LESO Program files must be segregated from all other records.

5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.

2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.

3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:

    a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
    b. HMMWVs: one (1) vehicle for every three (3) officers;
    c. MRAPs: one (1) vehicle per LEA.

4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.

3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.

5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.

2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

   a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

   b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.

2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.

3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.

4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.

5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).

6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

_____
Type / Print Chief Law Enforcement Official Name

_____ _____
Chief Law Enforcement Official Signature Date (MM/DD/YYYY)

_____
Type/Print Civilian Governing Body Authorized Official

_____ _____
CGB Authorized Official Signature Date (MM/DD/YYYY)

_____
Type / Print State Coordinator Name

_____ _____
State Coordinator Signature Date (MM/DD/YYYY)

AI-55733 **Sheriff's Office** **8. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Jail Commissary (2102):
1. Approval of Certification of Revenues by the County Auditor.
2. Approval of 2016 appropriation of funds in the amount of $16,677.03.

BACKGROUND

Agenda item is to provide the funding of the slot being created for Dept./Program 280-015.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

No local match is required. Funding will be provided by the Jail Commissary bank account from which funds are to be transferred to the County Treasurer.

Attachments

Budget Amendment
Certification of Revenue Request
Receipt
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	08/05/2016 11:26 AM
Budget & Management	Veronica Ortiz	08/05/2016 11:35 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Emilia Uriegas		Started On: 08/05/2016 10:05 AM
Final Approval Date: 08/05/2016		

DATE: August 5, 2016

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Jail Commissary

ACCOUNT NUMBER: 6-2102-423-21-280-015-0-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
6-2102-423-21-280-015-0-113	Regular F/T Employees	11,758.52
6-2102-423-21-280-015-0-211	Health Insurance	2,245.06
6-2102-423-21-280-015-0-212	Life Insurance	13.67
6-2102-423-21-280-015-0-220	FICA	899.53
6-2102-423-21-280-015-0-230	Retirement	1,322.83
6-2102-423-21-280-015-0-250	Unemployment Compensation	70.55
6-2102-423-21-280-015-0-260	Worker's Compensation	366.87
	TOTAL APPROPRIATIONS	16,677.03
6-2102-391-03-000-426-0-000	Transfers In--Jail Commissary Trust Fund	16,677.03
	TOTAL REVENUES	16,677.03

REASON: **To appropriate budget for the creation of one (1) Commissary Detention Officer Step I slot.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Zimbra **debbie.tamez@co.hidalgo.tx.us**

Certification of Revenues

From : Emilia Uriegas <emilia.uriegas@hidalgoso.org> Fri, Aug 05, 2016 04:54 PM

Subject : Certification of Revenues 1 attachment

To : 'Ray Eufracio' <ray.eufracio@auditor.co.hidalgo.tx.us>,
'Linda Fong' <linda.fong@auditor.co.hidalgo.tx.us>

Cc : 'Debbie Tamez' <debbie.tamez@co.hidalgo.tx.us>

Mr. Eufracio:

This is to formally request the Certification of Revenues for $16,700.00 (Jail Commissary Account Program 280-015)
in reference to **AI#55733** for CC agenda of **08/09/16**.

Should you require additional information, feel free to call me.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

COR.pdf
110 KB

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 201214

Received From: SHERIFF'S OFFICE 08/05/16 Date 08/05/16

1	5199	NEW COMMISSARY DET. OFFICER POSITION	6-2102-391-03-000-426-0-000	16,700.00

Total: 16,700.00

Check Total	16,700.00
Cash Total	.00
Credit Total	.00
Other Total	.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH HEAT SENSITIVE INK HAND ICON AND MICROPRINTED BORDER

HIDALGO COUNTY JAIL COMMISSARY
P.O. BOX 1228
EDINBURG, TX 78540
PH. 956-381-7900 EXT. 7928

LONESTAR NATIONAL BANK
WWW.LONESTARNATIONALBANK.COM
88-1168/1149

5199

8/5/2016

PAY TO THE ORDER OF Hidalgo County Treasurer

$ **16,700.00

Sixteen Thousand Seven Hundred and 00/100********** DOLLARS

Hidalgo County Treasurer

Void After 90 Days

MEMO Funding For New Commissary Detention Officer Ste

⑈005199⑈ ⑆114911687⑆ 710 15949⑈

HIDALGO COUNTY JAIL COMMISSARY 5199
Hidalgo County Treasurer
8/5/2016
Funding For New Commissary Detention Officer Step 16,700.00

Cash on Deposit - LS Funding For New Commissary Detention Officer 16,700.00

HIDALGO COUNTY JAIL COMMISSARY 5199
Hidalgo County Treasurer
8/5/2016
Funding For New Commissary Detention Officer Step 16,700.00

Cash on Deposit - LS Funding For New Commissary Detention Officer 16,700.00

HIDALGO COUNTY SHERIFF'S OFFICE
REVENUE REMITTANCE FORM
DATE: **August 5, 2016**

TO: HIDALGO COUNTY TREASURER

THE FOLLOWING REMITTANCE REPRESENTS COLLECTIONS FOR:

1. Sheriff's Office - Court Ordered Confiscations
   (Seizure made prior to October 18, 1989) $ _____

   A. Credit Account Number: _____
   B. Actual date property seizure was made: _____
   C. Funds were awarded by District Court No. _____
      on _____. CAUSE # _____
   D. These Funds must be Appropriated through Commissioner's Court before they can be expended.

2. Undistributed Sheriff Fines and Court Costs ("D" Account) $ _____

   A. Credit Account Number: _____
   B. For Receipts Issued from No. _____ to No. _____
   C. For Date(s) _____

3. Sheriff's Office - Court Ordered Confiscations
   (Seizure made on October 18, 1989 and thereafter) $ _____

   A. Credit Account Number: _____
   B. Actual date property seizure was made: _____
   C. Funds were awarded by District Court No. _____
      on _____. CAUSE # _____
   D. These Funds must be Appropriated through Commissioner's Court before they can be expended.

4. Sheriff's Office - Jail Commissary Trust Funds $ **16,700.00**
   *

   A. Credit Account Number: **6-2102-391-03-000-426-0-000**
   B. Funding For New Commissary Detention Officer Step I Position
   C. These salary payments comply with all applicable State Statutes and any applicable rules promulgated by the Texas Commission on Jail Standards.

GRAND TOTAL REMITTED TO TREASURER $ **16,700.00**

APPROVED BY: Emilia Nieves — HIDALGO COUNTY SHERIFF OR DESIGNEE — 8/5/16 DATE

PREPARED BY: _____ — ACCOUNTANT III — _____ TREASURER'S RECEIPT NO.

COUNTY AUDITOR'S FORM: SFA-S-010
REVISED: 04/96

AI-55733 **Sheriff's Office 8. A.**

CC - REGULAR

Meeting Date: 08/09/2016
Submitted For: Roy Quintanilha, SHERIFF DEPT.
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

Jail Commissary (2102):
1. Approval of Certification of Revenues by the County Auditor.
2. Approval of 2016 appropriation of funds in the amount of $16,677.03.

BACKGROUND

Agenda item is to provide the funding of the slot being created for Dept./Program 280-015.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2102-423-21-280-015-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

No local match is required. Funding will be provided by the Jail Commissary bank account from which funds are to be transferred to the County Treasurer.

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	08/05/2016 11:26 AM
Budget & Management	Veronica Ortiz	08/05/2016 11:35 AM
Final Approval		
Form Started By: Emilia Uriegas		Started On: 08/05/2016 10:05 AM

DATE: August 5, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 6-2102-423-21-280-015-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
6-2102-423-21-280-015-0-113	Regular F/T Employees	11,758.52
6-2102-423-21-280-015-0-211	Health Insurance	2,245.06
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	TOTAL APPROPRIATIONS	16,677.03
6-2102-391-03-000-426-0-000	Transfers In--Jail Commissary Trust Fund	16,677.03
	TOTAL REVENUES	16,677.03

REASON: To appropriate budget for the creation of one (1) Commissary Detention Officer Step I slot.

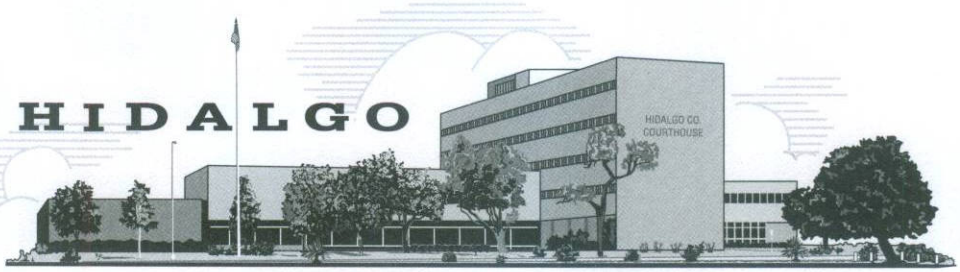
DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

August 8, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR.

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue received from a transfer from Jail Commissary Trust Fund in the amount of $16,700.00 to fund the creation of a new position. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/16
Date

THE COUNTY OF HIDALGO

Nereyda Gonzalez

From: Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]
Sent: Monday, August 08, 2016 1:29 PM
To: Nereyda Gonzalez
Cc: Marcela Luna
Subject: FW: Certification of Revenues
Attachments: COR.pdf

Please prepare the Certification of Revenues. Thank you.

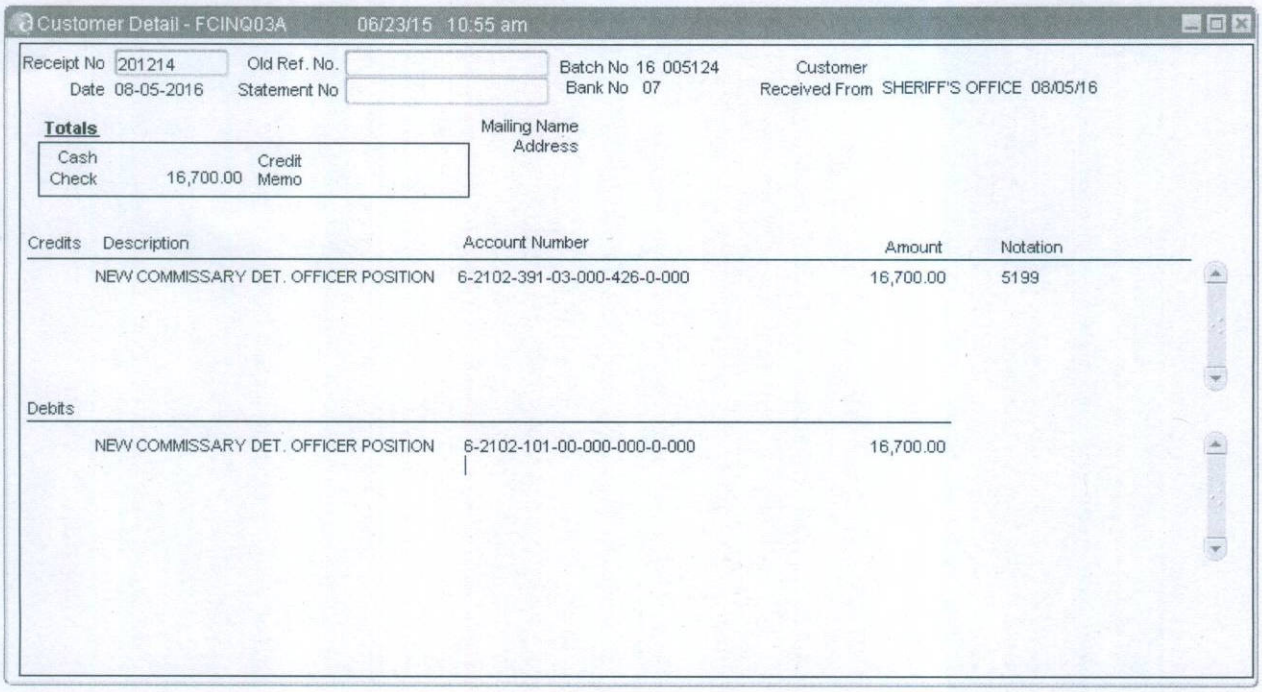
From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Friday, August 05, 2016 4:55 PM
To: 'Ray Eufracio'; 'Linda Fong'
Cc: 'Debbie Tamez'
Subject: Certification of Revenues

Mr. Eufracio:

This is to formally request the Certification of Revenues for $16,700.00 (Jail Commissary Account Program 280-015) in reference to **AI#55733** for CC agenda of **08/09/16**.

Should you require additional information, feel free to call me.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org


Customer Detail - FCINQ03A 06/23/15 10:55 am
Receipt No 201214
Old Ref. No.
Batch No 16 005124
Customer
Date 08-05-2016
Statement No
Bank No 07
Received From SHERIFF'S OFFICE 08/05/16
Totals
Cash
Check 16,700.00
Credit Memo
Mailing Name
Address
Credits Description Account Number Amount Notation
NEW COMMISSARY DET. OFFICER POSITION 6-2102-391-03-000-426-0-000 16,700.00 5199
Debits
NEW COMMISSARY DET. OFFICER POSITION 6-2102-101-00-000-000-0-000 16,700.00

AI-55733

Sheriff's Office 8. A.

CC - REGULAR

Meeting Date:	08/09/2016
Submitted For:	Roy Quintanilha, SHERIFF DEPT.
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Department:	SHERIFF DEPT.

Information

CAPTION

Jail Commissary (2102):
1. Approval of Certification of Revenues by the County Auditor.
2. Approval of 2016 appropriation of funds in the amount of $16,677.03.

BACKGROUND

Agenda item is to provide the funding of the slot being created for Dept./Program 280-015.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-2102-423-21-280-015-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

No local match is required. Funding will be provided by the Jail Commissary bank account from which funds are to be transferred to the County Treasurer.

Attachments

Budget Amendment

Certification of Revenue Request

Receipt

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	08/05/2016 11:26 AM

Budget & Management	Veronica Ortiz	08/05/2016 11:35 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Emilia Uriegas		Started On: 08/05/2016 10:05 AM
Final Approval Date: 08/05/2016		

DATE: August 5, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 6-2102-423-21-280-015-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
6-2102-423-21-280-015-0-113	Regular F/T Employees	11,758.52
6-2102-423-21-280-015-0-211	Health Insurance	2,245.06
6-2102-423-21-280-015-0-212	Life Insurance	13.67
6-2102-423-21-280-015-0-220	FICA	899.53
6-2102-423-21-280-015-0-230	Retirement	1,322.83
6-2102-423-21-280-015-0-250	Unemployment Compensation	70.55
6-2102-423-21-280-015-0-260	Worker's Compensation	366.87
	TOTAL APPROPRIATIONS	16,677.03
6-2102-391-03-000-426-0-000	Transfers In--Jail Commissary Trust Fund	~~16,677.03~~ 16,700.00
	TOTAL REVENUES	16,677.03

REASON: To appropriate budget for the creation of one (1) Commissary Detention Officer Step I slot.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Zimbra **debbie.tamez@co.hidalgo.tx.us**

Certification of Revenues

From : Emilia Uriegas <emilia.uriegas@hidalgoso.org> Fri, Aug 05, 2016 04:54 PM

Subject : Certification of Revenues 1 attachment

To : 'Ray Eufracio' <ray.eufracio@auditor.co.hidalgo.tx.us>,
'Linda Fong' <linda.fong@auditor.co.hidalgo.tx.us>

Cc : 'Debbie Tamez' <debbie.tamez@co.hidalgo.tx.us>

Mr. Eufracio:

This is to formally request the Certification of Revenues for $16,700.00 (Jail Commissary Account Program 280-015)
in reference to **AI#55733** for CC agenda of **08/09/16**.

Should you require additional information, feel free to call me.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

COR.pdf
110 KB

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 201214

Received From: SHERIFF'S OFFICE 08/05/16 Date 08/05/16

1	5199	NEW COMMISSARY DET. OFFICER POSITION	6-2102-391-03-000-426-0-000	16,700.00

Total: 16,700.00

Check Total	16,700.00
Cash Total	.00
Credit Total	.00
Other Total	.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH HEAT SENSITIVE INK HAND ICON AND MICROPRINTED BORDER

HIDALGO COUNTY JAIL COMMISSARY
P.O. BOX 1228
EDINBURG, TX 78540
PH. 956-381-7900 EXT. 7928

LONESTAR NATIONAL BANK
WWW.LONESTARNATIONALBANK.COM
88-1168/1149

5199

8/5/2016

PAY TO THE ORDER OF Hidalgo County Treasurer

$ **16,700.00

Sixteen Thousand Seven Hundred and 00/100********** DOLLARS

Hidalgo County Treasurer

Void After 90 Days

MEMO Funding For New Commissary Detention Officer Ste

⑈005199⑈ ⑆114911687⑆ 710 15949⑈

HIDALGO COUNTY JAIL COMMISSARY
Hidalgo County Treasurer

5199

8/5/2016

Funding For New Commissary Detention Officer Step	16,700.00

Cash on Deposit - LS Funding For New Commissary Detention Officer 16,700.00

HIDALGO COUNTY JAIL COMMISSARY
Hidalgo County Treasurer

5199

8/5/2016

Funding For New Commissary Detention Officer Step	16,700.00

Cash on Deposit - LS Funding For New Commissary Detention Officer 16,700.00

HIDALGO COUNTY SHERIFF'S OFFICE
REVENUE REMITTANCE FORM
DATE: August 5, 2016

TO: HIDALGO COUNTY TREASURER

THE FOLLOWING REMITTANCE REPRESENTS COLLECTIONS FOR:

1. Sheriff's Office - Court Ordered Confiscations
(Seizure made prior to October 18, 1989) $ _____

   A. Credit Account Number: _____
   B. Actual date property seizure was made: _____
   C. Funds were awarded by District Court No. _____
   on _____. CAUSE # _____
   D. These Funds must be Appropriated through Commissioner's Court before they can be expended.

2. Undistributed Sheriff Fines and Court Costs ("D" Account) $ _____

   A. Credit Account Number: _____
   B. For Receipts Issued from No. _____ to No. _____
   C. For Date(s) _____

3. Sheriff's Office - Court Ordered Confiscations
(Seizure made on October 18, 1989 and thereafter) $ _____

   A. Credit Account Number: _____
   B. Actual date property seizure was made: _____
   C. Funds were awarded by District Court No. _____
   on _____. CAUSE # _____
   D. These Funds must be Appropriated through Commissioner's Court before they can be expended.

4. Sheriff's Office - Jail Commissary Trust Funds $ 16,700.00 *

   A. Credit Account Number: 6-2102-391-03-000-426-0-000
   B. Funding For New Commissary Detention Officer Step I Position
   C. These salary payments comply with all applicable State Statutes and any applicable rules promulgated by the Texas Commission on Jail Standards.

GRAND TOTAL REMITTED TO TREASURER $ 16,700.00

APPROVED BY: Emilia Nieves 8/5/16
HIDALGO COUNTY SHERIFF OR DESIGNEE — DATE

PREPARED BY: Paola E Ruiz
ACCOUNTANT III — TREASURER'S RECEIPT NO.

COUNTY AUDITOR'S FORM: SFA-S-010
REVISED: 04/96

AI-55733 **Sheriff's Office 8. A.**
CC - REGULAR
Meeting Date: 08/09/2016
Submitted For: Roy Quintanilha, SHERIFF DEPT.
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

Jail Commissary (2102):
1. Approval of Certification of Revenues by the County Auditor.
2. Approval of 2016 appropriation of funds in the amount of $16,677.03.

BACKGROUND

Agenda item is to provide the funding of the slot being created for Dept./Program 280-015.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2102-423-21-280-015-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

No local match is required. Funding will be provided by the Jail Commissary bank account from which funds are to be transferred to the County Treasurer.

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	08/05/2016 11:26 AM
Budget & Management	Veronica Ortiz	08/05/2016 11:35 AM
Final Approval		
Form Started By: Emilia Uriegas		Started On: 08/05/2016 10:05 AM

DATE: August 5, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 6-2102-423-21-280-015-0-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
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6-2102-423-21-280-015-0-211	Health Insurance	2,245.06
6-2102-423-21-280-015-0-212	Life Insurance	13.67
6-2102-423-21-280-015-0-220	FICA	899.53
6-2102-423-21-280-015-0-230	Retirement	1,322.83
6-2102-423-21-280-015-0-250	Unemployment Compensation	70.55
6-2102-423-21-280-015-0-260	Worker's Compensation	366.87
	TOTAL APPROPRIATIONS	16,677.03
6-2102-391-03-000-426-0-000	Transfers In--Jail Commissary Trust Fund	16,677.03
	TOTAL REVENUES	16,677.03

REASON: **To appropriate budget for the creation of one (1) Commissary Detention Officer Step I slot.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-55677 **Sheriff's Office** **8. B.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and Approval for County Judge, as authorized official, to sign Closeout Grant Adjustment Notice for the 2014 Operation Stonegarden Grant.

2. Authorization to de-obligate remaining amounts in sixteen (16) of the participating agencies in order to close out grant. Funds being reduced for sweeping funds for closeout.

BACKGROUND

Federal Grant Award No. 2014 EMW-2014-SS-00029 Grant Period: 9/1/14 to 7/27/16.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-280-047-7-XXX

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

BUDGETARY IMPACT:

Hidalgo County SO - M&A - (33,715.51) Hidalgo County SO - (62,832.19) Hidalgo County Constable PCT 1- (12,814.65) Hidalgo County Constable PCT 2- (2,380.37) Hidalgo County Constable PCT 3- (4,713.40) Hidalgo County Constable PCT 4- (459.24) City of Alamo PD- (1,913.60) City of Edinburg PD- (850.34) City of Hidalgo PD- (9,928.98) City of La Joya PD- (3,727.78) City of Mercedes PD- (2,855.41) City of Mission PD- (28,099.28) City of Palmview PD- (10,922.35) City of Pharr PD- (3,022.10) City of Penitas PD- (2,335.47) City of San Juan PD- (2,882.20) City of Weslaco PD- (5,262.15) TOTAL ----------(188,715.02) Sweeping funds for Closeout

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Attachments

GAN

Release

BAs

Form Review

Inbox	Reviewed By	Date

Emilia Uriegas	Emilia Uriegas	08/04/2016 10:13 AM
Budget & Management	Veronica Ortiz	08/04/2016 10:17 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 08/03/2016 10:47 AM

Final Approval Date: 08/05/2016

Texas Department of Public Safety

2014 Grant Adjustment Notice
for

Hidalgo County

1. General Award Information	**Reference/Encumbrance No:**	
Date of Award: August 2, 2016	**Prepared By: Ding , Jiewei**	**3. SAA Award Number:** 14-GA 48215-06F

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
100 E. Cano St. 2nd Floor
Edinburg, TX 78539

5. Federal Grant Information

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

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

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

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,885,722.98

Grant Period:	
From:	**To:**
Sep 1, 2014	**Jul 27, 2016**

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

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

8. Method of Payment: Primary method is reimbursement.

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

10. Agency Approvals

Approving TxDPS Official:

Jamie Youngs
Senior Manager
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

11. Sub-Recipient Acceptance

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

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

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

2014 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

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

1. Grant Sub-recipient Agreement

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

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

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

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

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

2. Overview and Performance Standards

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

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

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

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

3. Environmental Review

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

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

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

Historical Preservation Office.

4. Funding Obligations

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

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

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

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

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

5. Performance Period

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

6. Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

A. Administrative Requirements

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

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

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

B. Cost Principles

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

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

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

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

C. Audit Requirements

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

D. Grant Guidance (Funding Opportunity Announcement)

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

7. DHS Specific Acknowledgements and Assurances

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

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

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

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

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

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

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

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

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

8. Operation Stonegarden (OPSG) Specific Conditions

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

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

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

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

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

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

9. State Requirements for Grants

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

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

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

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

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

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

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

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

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

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

10. Restrictions and General Conditions

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

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

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

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

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

1. Management and Administration
2. Planning

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Other Requirements

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

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

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

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

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

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

12. Monitoring

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

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

13. Audit

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

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

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

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

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

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

14. Retention and Accessibility of Records

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

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

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

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

15. Legal Authority

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

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

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

16. Notice of Litigation and Claims

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

17. No Liability for Employees and Officers

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

18. Non-Waiver of Defaults

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

19. Changes and Amendments

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

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

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

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

20. Headings

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

21. Venue

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

22. Suspension

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

23. Termination

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

1. The reason(s) for such termination;

2. The effective date of such termination; and

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

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

24. Enforcement

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

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

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

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

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

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

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

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

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

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

25. Conflict of Interest

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

26. Closing of this Grant

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

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

C. The closeout of this Grant does not affect:

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official	Date

Exhibit C

Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

Rosie Gonzalez

From: GAN@TexasDPA.com
Sent: Wednesday, August 03, 2016 8:16 AM
To: deborah.fischer@auditor.co.hidalgo.tx.us
Cc: rosieg@hidalgoso.org
Subject: Grant Adjustment Notice has been RELEASED for Hidalgo County
Attachments: GAN_14250.pdf

A Grant Adjustment Notice (GAN) has been **RELEASED** by the SAA or Region for Hidalgo County - 2014:

Subgrantee: **Hidalgo County**
GAN Type: **2014 Grant Adjustment**
GAN Date: 02-Aug-16
Due Date: 16-Sep-16

	OPSG
Original Amount:	$5,074,438.00
New Amount:	$4,885,722.98
Delta:	($188,715.02)

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Hidalgo County SO - M&A	2014 OPSG	$53,536.42	$19,820.91	($33,715.51)
Hidalgo County SO - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$2,150,320.23	$2,087,488.04	($62,832.19)
Hidalgo County Constable Pct 1 - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$100,000.00	$87,185.35	($12,814.65)
Hidalgo County Constable Pct 2 - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$170,091.53	$167,711.16	($2,380.37)
Hidalgo County Constable Pct 3 - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$194,000.00	$189,286.60	($4,713.40)
Hidalgo County Constable Pct 4 - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$160,000.00	$159,540.76	($459.24)
City of Alamo PD - Enhance Capability	2014 OPSG	$80,000.00	$78,086.40	($1,913.60)

to Support International Border and Waterway Security				
City of Donna PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$100,000.00	$100,000.00	**$0.00**
City of Edinburg PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$320,000.00	$319,149.66	**($850.34)**
City of Hidalgo PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$296,916.45	$286,987.47	**($9,928.98)**
City of La Joya PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$88,000.00	$84,272.22	**($3,727.78)**
City of Mercedes PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$147,689.17	$144,833.76	**($2,855.41)**
City of Mission PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$390,000.00	$361,900.72	**($28,099.28)**
City of Palmview PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$95,000.00	$84,077.65	**($10,922.35)**
City of Pharr PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$330,000.00	$326,977.90	**($3,022.10)**
City of Penitas PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$101,609.75	$99,274.28	**($2,335.47)**
City of San Juan PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$142,190.90	$139,308.70	**($2,882.20)**
City of Sullivan City PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$50,083.55	$50,083.55	**$0.00**
City of Weslaco PD - Enhance Capability to Support International Border and Waterway Security	2014 OPSG	$105,000.00	$99,737.85	**($5,262.15)**

2014 OPSG - 14OPSG8215	**From**	**To**
Grant Start Date:	Sep 01 2014	Sep 01 2014
Grant Close Date:	Jul 27 2016	Jul 27 2016

Reason for Funds reduced

GAN:

Reason Comment: Sweeping Funds for Closeout

Attached is a copy of the required GAN paper work. Please print a copy, have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for yc records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is not complete until the SAA receives a signed copy of this GAN. All activities on this gra frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-421-00-280-047-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-047-7-113	Sheriff OPSG - Reg F/T Employees	(17,841.69)
6-1284-421-00-280-047-7-131	Sheriff OPSG - Overtime Pay	(10,228.16)
6-1284-421-00-280-047-7-132	Sheriff OPSG - Overtime Pay (Admin)	(10,680.65)
6-1284-421-00-280-047-7-220	Sheriff OPSG - FICA	(6,795.13)
6-1284-421-00-280-047-7-230	Sheriff OPSG - Retirement	(4,310.49)
6-1284-421-00-280-047-7-250	Sheriff OPSG - Unemployment Comp.	(918.73)
6-1284-421-00-280-047-7-260	Sheriff OPSG - Worker's Comp.	(740.58)
6-1284-421-00-280-047-7-581	Sheriff OPSG - Travel in County	(45,032.27)
	TOTAL EXPENDITURES	(96,547.70)
6-1284-331-12-280-047-7-000	Sheriff OPSG - Revenues	(96,547.70)
	TOTAL REVENUES	(96,547.70)

REASON: To de-obligate $96,547.70 from Hidalgo County Sheriff's Office of unspent funds under the Operation Stonegarden 2014 Award to the City of Edinburg for purposes of closeout.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-421-00-291-047-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-291-047-7-131	CONST PCT1 OPSG - Overtime Pay	(1,310.87)
6-1284-421-00-291-047-7-220	CONST PCT1 OPSG - FICA	(124.18)
6-1284-421-00-291-047-7-230	CONST PCT1 OPSG - Retirement	(53.26)
6-1284-421-00-291-047-7-250	CONST PCT1 OPSG - Unemployment Comp.	(21.73)
6-1284-421-00-291-047-7-260	CONST PCT1 OPSG - Worker's Comp.	(40.91)
6-1284-421-00-291-047-7-581	CONST PCT1 OPSG - Travel in County	(766.30)
6-1284-421-00-291-047-7-752	CONST PCT1 OPSG - Vehicles	(10,497.40)
	TOTAL EXPENDITURES	(12,814.65)
6-1284-331-12-291-047-7-000	CONST PCT1 OPSG - Revenues	(12,814.65)
	TOTAL REVENUES	(12,814.65)

REASON: **To de-obligate $12,814.65 from the Constable Precinct 1 for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-421-00-292-047-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-292-047-7-131	CONST PCT2 OPSG - Overtime Pay	(0.30)
6-1284-421-00-292-047-7-752	CONST PCT2 OPSG - Vehicles	(2,380.07)
	TOTAL EXPENDITURES	(2,380.37)
6-1284-331-12-292-047-7-000	CONST PCT2 OPSG - Revenues	(2,380.37)
	TOTAL REVENUES	(2,380.37)

REASON: **To de-obligate $2,380.37 from the Constable Precinct 2 for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-421-00-293-047-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-293-047-7-131	CONST PCT3 OPSG - Overtime Pay	(525.33)
6-1284-421-00-293-047-7-220	CONST PCT3 OPSG - FICA	(95.44)
6-1284-421-00-293-047-7-250	CONST PCT3 OPSG - Unemployment Comp.	(30.11)
6-1284-421-00-293-047-7-260	CONST PCT3 OPSG - Worker's Comp.	(16.34)
6-1284-421-00-293-047-7-581	CONST PCT3 OPSG - Travel in County	(1,538.51)
6-1284-421-00-293-047-7-752	CONST PCT3 OPSG - Vehicles	(2,507.67)
	TOTAL EXPENDITURES	(4,713.40)
6-1284-331-12-293-047-7-000	CONST PCT3 OPSG - Revenues	(4,713.40)
	TOTAL REVENUES	(4,713.40)

REASON: To de-obligate $4,713.40 from the Constable Precinct 3 for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-421-00-294-047-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-294-047-7-131	CONST PCT4 OPSG - Overtime Pay	(338.38)
6-1284-421-00-294-047-7-220	CONST PCT4 OPSG - FICA	(50.39)
6-1284-421-00-294-047-7-250	CONST PCT4 OPSG - Unemployment Comp.	(41.06)
6-1284-421-00-294-047-7-260	CONST PCT4 OPSG - Worker's Comp.	(10.57)
6-1284-421-00-294-047-7-752	CONST PCT4 OPSG - Vehicles	(18.84)
	TOTAL EXPENDITURES	(459.24)
6-1284-331-12-294-047-7-000	CONST PCT4 OPSG - Revenues	(459.24)
	TOTAL REVENUES	(459.24)

REASON: **To de-obligate $459.24 from the Constable Precinct 4 for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-070-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-070-7-841	Alamo OPSG - Aid to Govt Agency	(1,913.60)
	TOTAL EXPENDITURES	(1,913.60)
6-1284-331-12-280-070-7-000	Alamo OPSG Revenues	(1,913.60)
	TOTAL REVENUES	(1,913.60)

REASON: **To de-obligate $1,913.60 from the City of Alamo for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 14-GA-48215-06F

Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-088-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-088-7-841	Edinburg OPSG- Aid to Govt Agency	(850.34)
	TOTAL EXPENDITURES	(850.34)
6-1284-331-12-280-088-7-000	Edinburg OPSG Revenues	(850.34)
	TOTAL REVENUES	(850.34)

REASON: To de-obligate $850.34 from City of Edinburg PD of unspent funds under the Operation Stonegarden 2014 Award to the City of Edinburg for purposes of closeout.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-049-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-049-7-131	Hidalgo OPSG - Overtime pay	(3,865.27)
6-1284-480-00-280-049-7-581	Hidalgo OPSG - Travel in County	(5,406.71)
6-1284-480-00-280-049-7-841	Hidalgo OPSG - Aid to Govt Agency	(657.00)
	TOTAL EXPENDITURES	(9,928.98)
6-1284-331-12-280-049-7-000	Hidalgo OPSG Revenues	(9,928.98)
	TOTAL REVENUES	(9,928.98)

REASON: **To de-obligate $9,928.98 from the City of Hidalgo for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-050-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-050-7-131	La Joya OPSG - Overtime pay	(1,741.19)
6-1284-480-00-280-050-7-220	La Joya OPSG - FICA	(1,051.20)
6-1284-480-00-280-050-7-230	La Joya OPSG - Retirement	(519.02)
6-1284-480-00-280-050-7-260	La Joya OPSG --Worker's Comp.	(416.37)
	TOTAL EXPENDITURES	(3,727.78)
6-1284-331-12-280-050-7-000	La Joya OPSG Revenues	(3,727.78)
	TOTAL REVENUES	(3,727.78)

REASON: To de-obligate $3,727.78 from the City of La Joya for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-072-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-072-7-260	Mercedes OPSG - Worker's Comp.	(66.19)
6-1284-480-00-280-072-7-841	Mercedes OPSG - Aid to Govt Agency	(2,789.22)
	TOTAL EXPENDITURES	(2,855.41)
6-1284-331-12-280-072-7-000	Mercedes OPSG Revenues	(2,855.41)
	TOTAL REVENUES	(2,855.41)

REASON: **To de-obligate $2,855.41 from the City of Mercedes for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-054-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-054-7-131	Mission OPSG - Overtime Pay	(3,060.51)
6-1284-480-00-280-054-7-220	Mission OPSG - FICA	(234.09)
6-1284-480-00-280-054-7-230	Mission OPSG - Retirement	(244.86)
6-1284-480-00-280-054-7-260	Mission OPSG - Worker's Comp.	(127.04)
6-1284-480-00-280-054-7-581	Mission OPSG - Aid to Govt Agency	(24,432.78)
	TOTAL EXPENDITURES	(28,099.28)
6-1284-331-12-280-054-7-000	Mission OPSG - Revenues	(28,099.28)
	TOTAL REVENUES	(28,099.28)

REASON: To de-obligate $28,099.28 from the City of Mission for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-051-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-051-7-131	Palmview OPSG - Overtime Pay	(1,222.35)
6-1284-480-00-280-051-7-841	Palmview OPSG - Aid to Govt Agency	(9,700.00)
	TOTAL EXPENDITURES	(10,922.35)
6-1284-331-12-280-051-7-000	Palmview OPSG Revenues	(10,922.35)
	TOTAL REVENUES	(10,922.35)

REASON: To de-obligate $10,922.35 from the City of Palmview for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-074-7-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-074-7-131	Penitas OPSG - Overtime pay	(1,311.16)
6-1284-480-00-280-074-7-220	Penitas OPSG--FICA	(1,024.31)
	TOTAL EXPENDITURES	(2,335.47)
6-1284-331-12-280-074-7-000	Penitas OPSG Revenues	(2,335.47)
	TOTAL REVENUES	(2,335.47)

REASON: **To de-obligate $2,335.47 from the City of Penitas for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-053-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-053-7-131	Pharr OPSG--Overtime pay	(0.10)
6-1284-480-00-280-053-7-841	Pharr OPSG --Aid to Govt Agency	(3,022.00)
	TOTAL EXPENDITURES	(3,022.10)
6-1284-331-12-280-053-7-000	Pharr OPSG - Revenues	(3,022.10)
	TOTAL REVENUES	(3,022.10)

REASON: **To de-obligate $3,022.10 from the City of Pharr for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-076-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-076-7-841	San Juan OPSG - Aid to Govt Agency	(2,882.20)
	TOTAL EXPENDITURES	(2,882.20)
6-1284-331-12-280-076-7-000	San Juan OPSG Revenues	(2,882.20)
	TOTAL REVENUES	(2,882.20)

REASON: To de-obligate $2,882.20 from the City of San Juan for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: August 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Hidalgo County Sheriff's Office
ACCOUNT NUMBER: 6-1284-480-00-280-078-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-480-00-280-078-7-131	Weslaco OPSG - Overtime Pay	(1,293.94)
6-1284-480-00-280-078-7-220	Weslaco OPSG - FICA	(1,628.98)
6-1284-480-00-280-078-7-230	Weslaco OPSG - Retirement	(1,783.74)
6-1284-480-00-280-078-7-260	Weslaco OPSG - Worker's Comp.	(555.49)
	TOTAL EXPENDITURES	(5,262.15)
6-1284-331-12-280-078-7-000	Weslaco OPSG - Revenues	(5,262.15)
	TOTAL REVENUES	(5,262.15)

REASON: **To de-obligate $5,262.15 from the City of Weslaco for closeout purposes of Operation Stonegarden 2014 grant received from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-GA-48215-06F
Grant Period: September 1, 2014 to July 27, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-55657 **Sheriff's Office** **8. C.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval to upgrade cell phone plan through the County's membership/ participation with Contract # DIR-TSO-3420 through AT&T. The plan is the: Pooled GOV Nation 500 Bundle Included Anytime Minutes - Unlimited M2M, 5000 Nights/Weekends, Inc Text, Unl Data, Tethering. The plan will cover (85) eighty five cell phones @ a monthly cost of $47.99 per device. Estimated monthly rate: $4,079.15.

BACKGROUND

An estimated monthly rate of $2.00 per phone was budgeted to cover surcharges. The rate is based on the current plan and does not include taxes. This will be just a plan change and no equipment will be purchased.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1229-421-00-280-007-0-532

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

BUDGETARY IMPACT:

Funds available as of 08/02/2016 through: Requisition # 303408 in the amount of $25,494.90 (Object Code 532)

Attachments

AT&T Quote

Wireless Device Request Form W.2011.2

Requisition # 303408

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/03/2016 04:41 PM
Budget & Management	Veronica Ortiz	08/04/2016 08:39 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Rosie Hinojosa		Started On: 08/02/2016 08:54 AM
Final Approval Date: 08/05/2016		

Rethink Possible

DATE 1-Aug-16

Prepared for:
Chief Castaneda
Hidalago County Sheriff's Office
Ban: 287260127490

Quotation valid until: 1-Sep-16

Prepared by: *Kristina Rodriguez*
Client Solutions Executive
210-275-6200 cr4815@att.com

Quotation

State of Texas DIR Contract- TSO-3420

Plan Type	Smart Phone Rate Plan Description	Line Count	Discounted Monthly Access	Unlimited Minutes Y/N?	Included Minutes	Nights & Weekends	Unlimited Mobile2 Mobile	Included Text	Unlimited Data	Tethering	Overage	Monthly Cost each device
Enhanced Voice/Data/Messaging Bundles:	Pooled GOV Nation 500 Bundle Included Anytime Minutes - Unlimited M2M, 5000 Nights/Weekend (TOTAL MONTHLY MINS.: 42,500)	85	$47.99	No	42,500 Shared	5,000	Included	Unlimited	Unlimited	Unlimited	$0.25	$4,079.15

SKU	Device & Accesory Options	Line Count	DIR Cost per unit
N/A			
N/A			
N/A			
N/A			

SKU	UPGRADES	Line Count	Cost per unit
N/A			
N/A			
N/A			
N/A			

State of Texas DIR -TSO-3420 Appendix C

The new contract provides a 26% discount on AT&T Voice and Data rate plans along with the following:

- 26% CRU Discount on AT&T Voice and Data rate plans
- $100 off devices activated on a plan with a base price of $24.99 or greater
- 30% Accessory Discount on eligible accessories
- 200 Messages at no charge (voice plan of $24.99 or greater required)
- $5 for Unlimited Messaging (voice plan of $24.99 or greater required)

- Pooled DataConnect 5GB $35.99 per line
- Upgrade Fee ($36) Waived
- Activation Fee ($36) Waived
- Cancellation Fee ($175) Waived
- Unlimited DataConnect $37.99 per line

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: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff's Dept#: 280

Quantity: 85

Service: $ 47.99 /mo (x) 6 months = $24,474.90 Account: 6-1229-421-00-280-007-0 -532

Estimated Surcharges Service: $ 2.00 /mo (x) 6 months = $1,020.00 Account: 6-1229-421-00-280-007-0 ~~618/664~~ 532

Requisition Total: $25,494.90 **Requisition Number:** 303408

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	Print Name	Date
	Captain Raul Cantu	08/02/2016

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

Date Entered: 8/2/2016
Requisition # : 00303408
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH

ADMINISTRATION

DATE: 8/2/2016
REQUESTED BY: CAPTAIN RAUL CANTU
ACCOUNT #: 6-1229-421-00-280-007-0
OBJECT # : 532 - WIRELESS DEVICES
CURRENT BALANCE: **$38,164.20**
EXPENDITURE AMOUNT: **$25,494.90**
NEW BALANCE: **$12,669.30**
PURPOSE FOR EXPENDITURE: OPEN PURCHASE ORDER FOR CELL PHONE SERVICE & SURCHARGES FOR EIGHTY-FIVE (85) DEPARTMENT ISSUED CELL PHONES FOR A PERIOD OF (6) MONTHS UNDER CONTRACT DIR-TSO-3420. APPROVAL FOR (81) CELL PHONES WAS DONE THRU COMMISSIONERS' COURT ON 07/29/14 - AI # 45672; AND APPROVAL FOR (4) CELL PHONES WAS DONE THRU COMMISSIONERS' COURT ON 06/09/15 - AI # 49866.

LINE #	ITEM & DESCRIPTION	ITEM #	NIGP #	QTY	UOM	UNIT PRICE	AMOUNT
1	POOLED GOV NATION 500 BUNDLE INCLUDED ANYTIME MINUTES-UNLIMITED M2M, TEXT, DATA W/TETHERING, 5000 NIGHTS/WEEKEND FOR (85) EIGHTY-FIVE CELL PHONES @ $47.99 A MONTH = $4,079.15		915-75	6	MO	$4,079.15	$24,474.90
2	ESTIMATED SURCHARGES		963-79	6	MO	$170.00	$1,020.00
3							$0.00

GRAND TOTAL: **$25,494.90**

EXPECTED DELIVERY DATE: AS NEEDED BASIS

AWARDED VENDOR:
AT&T MOBILITY
P.O. BOX 6463
CAROL STREAM, IL 60197-6463

INTERNAL NOTES:

AUTHORIZED BY GABRIEL CASTANEDA
DIVISION CHIEF

REVIEWED BY EMILIA URIEGAS
BUDGET MANAGER

REVIEWED BY JUAN TAPIA
PROCUREMENT SPECIALIST

APPROVED BY RAUL CANTU
CAPTAIN

AI-55630 **Sheriff's Office** **8. D.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Memorandum of Understanding between the United States Department of Agriculture Moore Air Force Base and the Hidalgo County Sheriff's Office for use/access to a runway for Emergency Vehicle Operations.
2. Approval for County Sheriff, as law enforcement official, to sign the memorandum of understanding.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

MOU.Moore Air Force Base

legal

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	08/01/2016 09:24 AM
Budget & Management	Veronica Ortiz	08/01/2016 04:44 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Emilia Uriegas		Started On: 07/28/2016 11:55 AM
Final Approval Date: 08/05/2016		

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT of AGRICULTURE
MOORE AIR FORCE BASE
and
HIDALGO COUNTY SHERIFF'S OFFICE

This Memorandum of Understanding is entered into by and between the United States Department of Agriculture Moore Air Force Base, hereby referred to as USDA Moore Air Force Base and the Hidalgo County Sheriff's Office.

A. PURPOSE

The purpose of this Agreement is to establish the Parties' rights and obligations regarding the provision of the use of the runway for the purpose of Emergency Vehicle Operations to be used by the Hidalgo County Sheriff's Office. This Agreement is simply a contract for the provision of access to the runway and shall not, in any manner whatsoever, be used for any other purpose. The agreement is solely an agreement to provide the use of the runway for Emergency Vehicle Operations.

B. ESTABLISHED HIDALGO COUNTY SHERIFF'S OFFICE

The current staffing is a Sheriff, Chief Deputy, Chief, Captain and Sergeant. Certification of the Hidalgo County Sheriff's office is to state standards.

C. EQUIPMENT

USDA Moore Air Force Base will provide the Hidalgo County Sheriff's Office with the following:

1. Runway (flight line) for Emergency Driving Operations.

D. LIABILITIES

Each party to this agreement shall have no liability for the actions and omissions of an employee for the other party, regardless of where the acts or omissions occurred. Each party is solely responsible for the actions and omissions of its own employees, officers and agents. Liability, if any, shall be borne by each party in accordance with the applicable laws of the United States and of the State of Texas, subject to all defenses and immunities. These provisions are solely for the benefit of the parties to this agreement and not for the benefit of any person or entity not a party hereto, nor shall any provision herein be deemed a waiver of any defenses available by law. This agreement is not intended to extend the liability of the parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

E. LAW GOVERNING VENUE

The provisions of this Memorandum of Understanding will 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.

Neither party shall receive compensation for the use of the facility pursuant to this agreement.

F. TERM

This agreement is temporary and will commence July 13, 2016, and shall run for up to two (2) years. This MOU may be modified or amended as necessary upon written consent of all parties or may be terminated by either party with a 30 day written notice to all parties.

The Hidalgo County Sheriff's Office will maintain the runway in operating order. The Hidalgo County Sheriff's Office will no longer use the runway once the MOU expires or a new MOU will be created.

Memorandum of Understanding Contacts:

1. Kirk F. Richardson, Facilities Manager

United States Department of Agriculture
Moore Air Force Base
22675 N. Moorefield Rd
Edinburg, Texas 78541

2. Sgt. Steve Cortez

Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg Texas 78539
956-383-7979

In Witness whereof, the parties have caused the Memorandum of Understanding to be executed as of the date of last signature below:

APPROVED:

United States Department of Agriculture
Moore Air Force Base

_____ _____

Kirk F. Richardson, Facilities Manager Date

Hidalgo County Sheriff's Office

_____ _____

J.E. "Eddie" Guerra, Sheriff Date

Emilia Uriegas

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Monday, August 01, 2016 8:41 AM
To: Gabriel Castaneda
Cc: Victor Garza; Mary Cheaney; Selene Chavez; Emilia Uriegas
Subject: Re: FW: Memorandum of Understanding

Chief,

I have reviewed the attached agreement for the use of the airfield and approve as to the form of the agreement.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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****

On Fri, Jul 29, 2016 at 11:59 AM, Gabriel Castaneda <gabriel.castaneda@hidalgoso.org> wrote:

Chief,

For your final review with the modifications requested.

Sincerely,

G. Castañeda

AI-55585 **Sheriff's Office** **8. E.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Ratification of the acceptance of the Operation Stonegarden 2014 Grant Adjustment Notice (GAN) signed effective 7/26/16.
2. Authorization for County Judge to sign as authorized official.

BACKGROUND

Fiscal Impact

Attachments

GAN

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/28/2016 11:49 AM
Budget & Management	Veronica Ortiz	07/28/2016 11:49 AM
Glinda Pacheco	Glinda Pacheco	08/05/2016 02:15 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/26/2016 04:27 PM

Final Approval Date: 08/05/2016

Texas Department of Public Safety

2014 Grant Adjustment Notice
for
Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: July 26, 2016	Prepared By: Ding , Jiewei	3. SAA Award Number: 14-GA 48215-05

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
100 E. Cano St. 2nd Floor
Edinburg, TX 78539

5. Federal Grant Information

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

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

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

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$5,074,438.00

Grant Period:	
From: Sep 1, 2014	**To:** Jul 27, 2016

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

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

8. Method of Payment: Primary method is reimbursement.

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

10. Agency Approvals

Approving TxDPS Official:

Jamie Youngs
Senior Manager
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

JYoungs

11. Sub-Recipient Acceptance

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

Print name and title of Authorized Sub-Recipient Official:	Signature of Sub-Recipient Official:	
RAMON GARCIA HIDALGO COUNTY JUDGE	Ramon Garcia	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	**DUNS Number:**	**Date Signed :**
746066717	103110834	7/26/16

DUE DATE: July 27, 2016 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

Instructions:

The Sub-recipient shall:

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

1. Grant Sub-recipient Agreement

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

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

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

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

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

2. Overview and Performance Standards

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

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

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

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

3. Environmental Review

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

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

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

Historical Preservation Office.

4. Funding Obligations

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

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

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

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

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

5. Performance Period

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

6. Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

A. Administrative Requirements

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

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

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

B. Cost Principles

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

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

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

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

C. Audit Requirements

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

D. Grant Guidance (Funding Opportunity Announcement)

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

7. DHS Specific Acknowledgements and Assurances

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

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

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

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

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

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

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

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

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

8. Operation Stonegarden (OPSG) Specific Conditions

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

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

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

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

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

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

9. State Requirements for Grants

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

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

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

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

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

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

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

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

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

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

10. Restrictions and General Conditions

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

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

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

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

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

1. Management and Administration
2. Planning

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Other Requirements

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

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

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

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

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

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

12. Monitoring

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

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

13. Audit

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

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

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

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

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

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

14. Retention and Accessibility of Records

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

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

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

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

15. Legal Authority

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

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

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

16. Notice of Litigation and Claims

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

17. No Liability for Employees and Officers

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

18. Non-Waiver of Defaults

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

19. Changes and Amendments

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

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

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

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

20. Headings

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

21. Venue

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

22. Suspension

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

23. Termination

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

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

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

24. Enforcement

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

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

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

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

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

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

25. Conflict of Interest

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

26. Closing of this Grant

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

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

C. The closeout of this Grant does not affect:

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

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

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

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

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

Print Name of Authorized Official RAMON GARCIA

Title County Judge

Sub-recipient Organization County of Hidalgo

Ramon Garcia 7-26-16

Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official RAMON GARCIA

Title County Judge

Sub-recipient Organization County of Hidalgo

Ramon Garcia 7.26.16

Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official RAMON GARCIA

Title County Judge

Sub-recipient Organization County of Hidalgo

Ramon Garcia 7-26-16

Signature of Authorized Official Date

Exhibit C

Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official: Ramon Garcia

Title: County Judge

Sub-recipient Organization: County of Hidalgo

Ramon Garcia 7-26-16

Signature of Authorized Official — Date

EXHIBIT D

State of Texas Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization County of Hidalgo

Ramon Garcia 7-26-16

Signature of Authorized Official Date

AI-55587 **Sheriff's Office** **8. F.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval of the Hidalgo County Sheriff's Office Weapons Proficiency Certification Program for retired peace officers, pursuant to Occupations Code 1701.357(g).

BACKGROUND

Occupations Code 1701.357(g) states "A county law enforcement agency must obtain approval of the program authorized by this
section from the commissioners court of the county before issuing a certificate of proficiency under this section."

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

weapons.program

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	07/27/2016 01:46 PM
Budget & Management	Veronica Ortiz	07/27/2016 01:52 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Emilia Uriegas		Started On: 07/27/2016 09:20 AM
Final Approval Date: 08/05/2016		

2.03 HONORABLY RETIRED OFFICERS

Effective Date: 0-00-00

PURPOSE

The Purpose of this policy is to ensure Honorably Retired Peace Officers (HRO) of the Hidalgo County Sheriff's Office is in compliance with the applicable state and federal statutes that address the right of HRO to carry firearms.

POLICY

It is the policy of this agency that HRO will be supported, through training and certification, in their efforts to lawfully carry firearms.

2.03.01 DEFINITIONS

Honorably retired peace officer under Texas Government Code Section 614.121 (2) means a former peace officer who:

A. previously served but is not currently serving as an elected, appointed, or employed peace officer under Article 2.12, Code of Criminal Procedure, or other law;
B. did not retire in lieu of any disciplinary action;
C. was eligible to retire from a law enforcement agency in this state or was ineligible to retire only as a result of any injury received in the course of the officer's employment with the agency; and
D. is eligible to receive a pension or annuity for service as a law enforcement officer in this state or is ineligible to receive a pension or annuity only because the law enforcement agency that employed the officer does not offer a pension or annuity to its employees.

2.03.02 CARRYING OF HANDGUN OR FIREARM

A. PLACES SUBJECT TO CHAPTER 46 OF THE TEXAS PENAL CODE

1. Honorably Retired Peace Officers shall have in their immediate possession the Identification Card and current Proficiency Certificate issued by this agency when carrying a handgun or firearm in places subject to Sections 46.02 or 46.03 of Chapter 46 Texas Penal Code.

7-2016

2.03.03 IDENTIFICATION CARD

A. ISSUANCE

1. This agency may issue an identification card to its honorably retired peace officers.

2. The identification card will conform to Sec 614.124 (b) of the Texas Government Code.

B. LOST OR STOLEN CARDS

1. When issued identification cards is lost or stolen, Honorably Retired Peace Officers of this agency are required to submit an affidavit stating such card was lost or stolen.

2. After paying an applicable fee, a duplicate card may be issued to the Honorably Retired Peace Officer.

C. EXPIRATION OF CARDS

Identification cards shall expire on the date specified by this agency.

2.03.04. PROFICIENCY CERTIFICATE

A. AFFIDAVIT

This agency may allow honorably retired peace officers an opportunity to demonstrate weapons proficiency if the retired officer provides a sworn affidavit stating that:

1. The officer honorably retired after not less than a total of 15 years of service as a commissioned officer with one or more state or local law enforcement agencies;
2. the officer's license as a commissioned officer was not revoked or suspended for any period during the officer's term of service as a commissioned officer; and
3. the officer has no psychological or physical disability that would interfere with the officer's proper handling of a handgun.

B. 1SSUANCE

1. This agency shall issue a proficiency certificate to a retired officer who satisfactorily demonstrates weapons proficiency and meets the definition of honorably retired peace officer.

2. Proficiency will be demonstrated by successfully completing an HCSO state qualification course of fire.

3. Courses of fire / qualifications from other agencies are subject to approval from HCSO firearms instructors. Such courses of fire / qualifications must be completed by a qualified firearms instructor or range master from that law enforcement agency. Proof of said qualification must be on that agency's letterhead and be provided to the HCSO training academy personnel for verification.

4. Proof that a retired officer is entitled to receive a pension or annuity or is not entitled to receive a pension or annuity only because the agency that last employed the retired officer does not offer a pension or annuity may include a retired peace officer identification card issued under Subchapter H, Chapter 614, Government Code.

5. Honorably retired peace officers from other agencies may comply with these same proficiency procedures with the approval of the Chief of Police or Sheriff for whom the proficiency officer served. In these instances, the retired officer shall furnish an Honorably Retired Peace Officer Identification.

C. EXPIRATION AND REVOCATION

1. A proficiency certificate expires on the first anniversary of the date the certificate was issued.

2. This agency may revoke an identification card at any time for just cause.

D. PROFICIENCY RECORDS

1. The HSCO Human Resource Department shall be the final repository of proficiency records of Honorably Retired Peace Officers.

2. Proficiency officers issuing certificates shall forward the following records to the HCSO Human Resource Department without delay:

   a) A photo copy of the Honorably Retired Peace Officer Identification.

   b) Firearms Qualification Record

Sec. 1701.357. WEAPONS PROFICIENCY FOR CERTAIN RETIRED PEACE OFFICERS AND FEDERAL LAW ENFORCEMENT OFFICERS AND FOR FORMER RESERVE LAW ENFORCEMENT OFFICERS. (a) This section applies only to:

(1) a peace officer;

(2) a federal criminal investigator designated as a special investigator under Article 2.122, Code of Criminal Procedure;

(3) a qualified retired law enforcement officer who is entitled to carry a concealed firearm under 18 U.S.C. Section 926C and is not otherwise described by Subdivision (1) or (2); and

(4) a former reserve law enforcement officer who served in that capacity not less than a total of 15 years with one or more state or local law enforcement agencies.

(b) The head of a state or local law enforcement agency may allow an honorably retired peace officer an opportunity to demonstrate weapons proficiency if the retired officer provides to the agency a sworn affidavit stating that:

(1) the officer:

(A) honorably retired after not less than a total of 15 years of service as a commissioned officer with one or more state or local law enforcement agencies; or

(B) before completing 15 years of service as a commissioned officer with one or more state or local law enforcement agencies, separated from employment with the agency or agencies and is a qualified retired law enforcement officer, as defined by 18 U.S.C. Section 926C;

(2) the officer's license as a commissioned officer was not revoked or suspended for any period during the officer's term of service as a commissioned officer; and

(3) the officer has no psychological or physical disability that would interfere with the officer's proper handling of a handgun.

(b-1) The head of a state or local law enforcement agency may allow a person who served as a reserve law enforcement officer as described by Subsection (a)(4) an opportunity to demonstrate weapons proficiency if the person provides to the agency a sworn affidavit stating that:

(1) the person served not less than a total of 15 years as a reserve law enforcement officer with one or more state or local law enforcement agencies;

(2) the person's appointment as a reserve law enforcement officer was not revoked or suspended for any period during the person's term of service; and

(3) the person has no psychological or physical disability that would interfere with the person's proper handling of a handgun.

(c) The agency shall establish written procedures for the issuance or denial of a certificate of proficiency under this section. The agency shall issue the certificate to a retired officer who satisfactorily demonstrates weapons proficiency under Subsection (b), provides proof that the officer is entitled to receive a pension or annuity for service with a state or local law enforcement agency or is not entitled to

receive a pension or annuity only because the law enforcement agency that employed the retired officer does not offer a pension or annuity to its retired employees, and satisfies the written procedures established by the agency. The agency shall issue the certificate to a person described by Subsection (a)(4) who satisfactorily demonstrates weapons proficiency under Subsection (b-1). The agency shall maintain records of any person who holds a certificate issued under this section.

(c-1) For purposes of Subsection (c), proof that a retired officer is entitled to receive a pension or annuity or is not entitled to receive a pension or annuity only because the agency that last employed the retired officer does not offer a pension or annuity may include a retired peace officer identification card issued under Subchapter H, Chapter 614, Government Code.

(d) A certificate issued under this section expires on the second anniversary of the date the certificate was issued. A person to whom this section applies may request an annual evaluation of weapons proficiency and issuance of a certificate of proficiency as needed to comply with applicable federal or other laws.

(e) The head of a state or local law enforcement agency may set and collect fees to recover the expenses the agency incurs in performing duties under this section.

(f) The amount of a fee set by a county law enforcement agency under Subsection (e) is subject to the approval of the commissioners court of the county. A county law enforcement agency that collects a fee under Subsection (e) shall deposit the amounts collected to the credit of the general fund of the county.

(g) A county law enforcement agency must obtain approval of the program authorized by this section from the commissioners court of the county before issuing a certificate of proficiency under this section.

(h) The head of a state law enforcement agency may allow an honorably retired federal criminal investigator or a qualified retired law enforcement officer to whom this section applies an opportunity to demonstrate weapons proficiency in the same manner as, and subject to the same requirements applicable to, an honorably retired peace officer as described by this section. The agency shall issue a certificate of proficiency to an honorably retired federal criminal investigator or a qualified retired law enforcement officer who otherwise meets the requirements of this section and shall maintain records regarding the issuance of that certificate.

(i) On request of an honorably retired officer who holds a certificate of proficiency under this section, the head of the state or local law enforcement agency from which the officer retired shall issue to the retired officer identification that indicates that the officer honorably retired from the agency. An identification under this subsection must include a photograph of the retired officer.

(j) On request of a person described by Subsection (a)(4) who holds a certificate of proficiency under this section, the head of the state or local law enforcement agency at which the person last served as a reserve law enforcement officer shall issue to the person identification that indicates the person's status. An identification under this subsection must include a photograph of the person.

Added by Acts 2003, 78th Leg., ch. 325, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1093 (H.B. 2110), Sec. 2, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 1179 (S.B. 578), Sec. 1, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 1187 (H.B. 638), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1187 (H.B. 638), Sec. 2, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 428 (H.B. 2068), Sec. 1, eff. June 19, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 1080 (H.B. 3370), Sec. 2, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1080 (H.B. 3370), Sec. 3, eff. September 1, 2013.

AI-55573 **Sheriff's Office** **8. G.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - National Incident-Based Reporting System (NIBRS) (1284): Approval of Resolution for NIBRS Grant to designate Judge Ramon Garcia as grantee's authorized official and to electronically sign required documents through egrants.(grant period - September 1, 2016 - August 31, 2017).

BACKGROUND

Authorization to apply was approved on 7/19/16 (AI# 55421).

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/25/2016 02:05 PM
Budget & Management	Veronica Ortiz	07/26/2016 02:59 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/25/2016 01:48 PM

Final Approval Date: 08/05/2016

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County Texas that the National Incident-Based Reporting System **(NIBRS)** grant be operated for the period of **September 1, 2016 to August 31, 2017;** and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project, and

WHEREAS, Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, Hidalgo County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application for the National Incident-Based Reporting System **(NIBRS)** grant to the Office of the Governor, Criminal Justice Division (CJD).

Passed and Approved by Commissioners' Court on **August 9th , 2016**

Signed by: _____

Ramon Garcia
Hidalgo County Judge

_____
A.C. Cuellar Jr.
Commissioner, Pct. #1

_____
Eduardo "Eddie" Cantu
Commissioner, Pct. #2

_____
Joe M. Flores
Commissioner, Pct. #3

_____
Joseph Palacios
Commissioner, Pct. #4

Grant Number: 3201101

AI-55569 **Sheriff's Office** **8. H.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval for Sheriff J.E. "Eddie" Guerra to execute FY2017 Provisional State and Local Task Force Agreement with Drug Enforcement Administration (DEA) to include OCDETF Hidalgo County Sheriff's Office (HCSO) officer.

BACKGROUND

Agreement will remain in effect for one fiscal year to begin October 1, 2016 to September 30, 2017.

Fiscal Impact

Attachments

Agreement

Legal Approval

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/25/2016 09:58 AM
Budget & Management	Veronica Ortiz	07/25/2016 10:13 AM
Glinda Pacheco	Glinda Pacheco	08/01/2016 11:17 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/25/2016 08:57 AM

Final Approval Date: 08/05/2016

U. S. Department of Justice
Drug Enforcement Administration
Houston Division
1433 West Loop South, Suite 600
Houston, Texas 77027

www.dea.gov

July 11, 2016

J.E. "Eddie" Guerra
Sheriff
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541

Dear Sheriff Guerra:

Thank you for your continued support of the Drug Enforcement Administration. Your participation in the State and Local Task Force Program allows us to jointly and effectively serve the McAllen community as a whole.

Enclosed for your review and signature is the Task Force Agreement for Fiscal Year 2017, as well as a self-addressed envelope for your convenience. Once all signatures are obtained, a courtesy copy will be sent to your office for your records.

Please contact me at 713-693-3001 or Assistant Special Agent in Charge Stephen M. Jenkins at 956-992-8405 with questions regarding any Task Force matters.

Sincerely,

Joseph M. Arabit
Special Agent in Charge

Enclosures

PROVISIONAL STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Sheriff's Office (hereinafter "HCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of, the parties hereto agree to the following:

1. The McAllen OCDETF Strike Force will perform the activities and duties described below:

   a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

   b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

   c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the McAllen OCDETF Strike Force, the HCSO agrees to detail one (1) experienced officer(s) to the McAllen OCDETF Strike Force for a period of not less than two years. During this period of assignment, the HCSO officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The HCSO officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The HCSO officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the McAllen OCDETF Strike Force, DEA will assign eleven (11) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. The HCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all

requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HCSO during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date:_____

Joseph M. Arabit
Special Agent in Charge

For the Hidalgo County Sheriff's Office:

_____ Date:_____

J.E. "Eddie" Guerra
Sheriff

Zimbra **selene.chavez@hidalgoso.org**

Re: FW: FY2017 DEA TF/ HCSO Agreement Renewal

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Mon, Jul 18, 2016 09:29 AM

Subject : Re: FW: FY2017 DEA TF/ HCSO Agreement Renewal

To : Gabriel Castaneda <gabriel.castaneda@hidalgoso.org>

Cc : Victor Garza <victor.garza@da.co.hidalgo.tx.us>, Mary Cheaney <mary.cheaney@da.co.hidalgo.tx.us>, Selene Chavez <selene.chavez@hidalgoso.org>, Mario Lopez <mario.lopez@hidalgoso.org>

Chief,

I have reviewed the attached renewal agreement and approve as to the form of the agreement.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

AI-55519 **Sheriff's Office** **8. I.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Discussion, consideration, and approval to appoint Isael Nicolas Ibarra, student as the University of Texas Rio Grande Valley, as an intern under the Hidalgo County Sheriff's Office Law Enforcement Internship Program for the period of August 29, 2016 through December 09, 2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

internship.doc.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	07/21/2016 12:02 PM
Budget & Management	Veronica Ortiz	07/21/2016 01:20 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Emilia Uriegas		Started On: 07/21/2016 11:41 AM
Final Approval Date: 08/05/2016		

Hidalgo County Sheriff's Office Law Enforcement Internship Program

Purpose

The Hidalgo County Sheriff's Office (HCSO) Internship Program is a valuable learning experience for educators, college and/or university students and graduates seeking a career in Criminal Justice or other related fields. The program introduces Interns to various aspects of Law Enforcement which will enhance their understanding of the criminal justice system. The length of the Internship is determined by the Intern's educational institution curriculum or a predetermined time frame as agreed to by the HCSO. The HCSO's internships are a non paid position.

Eligibility

Applicants must meet the following criteria:

1. 18 years of age.
2. In good academic standing at the school they are attending (if applicable).
3. Legally authorized to work in the United States.
4. Must not have any convictions of a misdemeanor above a Class B, and/or a crime of moral, or a felony.
5. Subject to a criminal history check.
6. Memorandum of Understanding with the education institution must be on file with the Sheriff's Office (if applicable).

Guidelines and Restrictions

Interns will conform to the dress code of business casual wear and are not permitted to wear any type of clothing that could be construed as a law enforcement uniform. Interns shall be provided a copy of the Hidalgo County Personnel Policy Manual, must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments as applicable, including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The Intern must abide by all existing Federal, State, County, District laws, rules and/or regulations. The participating office/department will be responsible for

orienting students to the organization. Orientation should include, but is not limited to the following:

- A clear list of expectations, duties and goals;
- Section-specific policies and procedures;
- A list of the resources available to the Intern (i.e., a workstation that has been set up for the Intern, supplies and items needed by the Intern); and
- Any other relevant information for the Intern to be successful during the course of the Internship.

All Interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the HCSO.

Upon completion of the Internship period, Interns are not automatically entitled to a paid position within the County, and/or the HCSO.

Standards of Conduct

All Interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual and The HCSO (as applicable), and are responsible for complying with the required standards of conduct.

At a minimum, all Interns are required to conduct themselves in a professional manner at all times and to use discretion when dealing with sensitive matters and confidential information. Interns will conform to the dress code of business casual wear and are not permitted to wear any type of clothing that could be construed as a law enforcement uniform. Interns must maintain hygiene and grooming in a business-like manner that is appropriate to the section placement and which reflects positively on the HCSO.

If any policy or standard of conduct is violated by the Intern during the Internship period, the Intern will be terminated at the discretion of the HCSO.

Internship Assignment Duties and Responsibilities

Interns may be assigned to a structured schedule within various sections within the four major divisions of the HCSO, to include the following:

1. **Internal Affairs:** The Intern will experience the various aspects of the hiring process. Duties may include accompanying the background Investigator on home visits, reviewing and validating information given by applicants with respect to criminal charges, finances, references, employment, as well as any other information discovered during the background investigation.

2. **Academy Training Facility** and observe the different types of training law enforcement officers are required to attend.

3. **Communications:** The Intern may spend a day in the Sheriff's Office Communication Unit and experience first hand the responsibilities of a dispatcher. They will learn the 911 call taking process and review how each call is categorized according to its priority, and then disseminated to the responding deputies. The Intern may assist with the process involved obtaining vital information for reports such as runaways, and welfare concerns. They will also see how Hidalgo County is divided into sectors and evaluate the response time by deputies is handled.

4. **Patrol Deputy:** The Intern will accompany a Patrol Deputy during their tour of duty. The Intern will have a better understanding of patrol operations. He/She may experience an arrest or subdue resisting subjects while employing defensive tactic maneuvers. The Intern may be a part of a situation involving a pursuit involving speeds that are in excess of posted limits while exercising due care and caution. The Intern will be exposed to the paperwork involved with each contact made.

5. **Civil Process:** The Intern will see first hand how civil citations, subpoenas, and protective orders are assigned to civil deputies. The Intern will experience riding along with the deputy in his daily service of serving legal documents. They may assist a transport deputy in transporting inmates or patients to various destinations. They will gather files and receive identifiers to facilitate the transportation of a wanted subject from other counties or out of state.

6. **Investigations:** The Intern will sit through CID briefing in the morning and shadow the experiences of an Investigator. The Intern will begin with an **Intake Investigator** and experience the beginning process of arrest cases that were completed during the night. The Intern will experience the arraignment process and would assist the Intake Investigator in handling misdemeanor cases such as Harassment, Unauthorized Use of Motor Vehicle, and Assaults. Later, the Intern will learn the tasks of a **Juvenile Investigator**. The Intern will experience first hand the various cases involving youth offenders. When a

juvenile is apprehended for the first time after violating the law, the process is very different compared to an adult offender. The Intern will learn several aspects of the Juvenile Justice system ranging from processing of juveniles through the legal system to the acceptance into the Juvenile Detention Center.

7. The Intern will spend a day with a **Criminal Investigator** and experience the caseload assigned to each specialty Investigator on a daily basis. They may experience an interview with the complainant and the process necessary to pursue criminal charges. The Intern may also experience the interview or interrogation process, review cases, and prepare the presentation of facts for a detailed DA case for court. They will learn the process of safeguarding and submitting any property recovered.

8. **Crime Scene Specialist:** The Intern will spend time with a Crime Scene Specialist and experience first hand the recovery of DNA, how to process and secure evidence and how to submit evidence to the proper crime laboratory. They may also attend an autopsy that did not occur involving a criminal offense. They will experience the execution of a search warrant of a vehicle or residence. They will become familiarized with the Mobile Crime Scene Unit and learn the procedure utilized in handling, and processing weapons recovered at a crime scene. If court is in session, and a Crime Scene Specialist is testifying, the Intern may experience first hand court testimony. The Intern will tour the **Evidence/ Property Room** and learn the procedures involved in the safekeeping of evidence.

9. The Intern will spend a day at the **Detention Facility** and will experience first hand the responsibilities and demands of a Detention Officer. They will learn the fingerprinting and booking process. They will experience the methods used for classifying housing assignments and the required skills necessary for the monitoring of inmates. The Intern will observe the process utilized in order for an inmate to receive a meal, medical attention, or recreational time. They will also get a review of the responsibilities needed to safely transport inmates to the courtroom. They will experience first hand the responsibilities and demands of a Detention Officer. The Intern will spend a day at the Detention Facility in the courtroom setting as they experience the process of being arraigned.

10. **Intel:** The Research and Analysis Division is a civilian unit reporting to the Sheriff. This Unit is responsible for providing preliminary crime data, arrest data, calls for service data, to both the public and other divisions within the Sheriff's Office, conducting program evaluations, gathering statistics, and

conducting other operational support research projects including the mapping of crime statistics. The Intern may include case review for data extraction and logging a homicide study, data entry for a sex abuse study, weekly and monthly statistical reports, sorting, copying, and filing.

11. **Crime Prevention**: The Intern will work closely with Deputies in the Crime Prevention Unit. They may assist with design, creation, or updating content of pamphlets, power points or face book posts. The Intern may assist or interact in communication with stakeholders, or other agencies. The Intern may also support special projects like advancing neighborhood partnerships, or special events, presentations to schools, health fairs, or other crime prevention activities. The Intern will have the opportunity to partake directly in the community to identify issues that need to be addressed, obtain information regarding crime occurring in that area and increase the citizen's awareness through a continuous information program.

Evaluation / Summary Report

All Interns should be provided with ongoing feedback on how well they are meeting the goals and expectations of their Internship. At the conclusion of the internship, the intern will provide a written evaluation of the field experience emphasizing all aspects of the program, to include any recommendations.

If applicable, participating sections/divisions shall be responsible for abiding by any formal requirements that an educational institution may requires of a participating Intern.

It is our goal to enhance the Intern's understanding of the criminal justice system and every effort will be made to keep the Intern out of life threatening situations.

Hidalgo County Sheriff's Office Law Enforcement Internship Program

Applicant: _____

Eligibility criteria:

- — 18 years of age. DL#_____
- — In good academic standing at the school they are attending (if applicable).
- — Legally authorized to work in the United States.
- — Must not have any convictions of a misdemeanor above a Class B, and/or a crime of moral, or a felony.
- — Subject to a criminal history check.
- — Memorandum of Understanding with the education institution must be on file with the Sheriff's Office (if applicable).

Internship Program Participation Assignment:

- ☐ **Internal Affairs**
- ☐ **Academy Training Facility**
- ☐ **Communications**
- ☐ **Patrol**
- ☐ **Civil Process**
- ☐ **Investigations**
- ☐ **Crime Scene Specialist & Evidence/Property**
- ☐ **Detention Facility**
- ☐ **Intel. Research & Analysis**
- ☐ **Crime Prevention**

Internship Duration: _____

_____

Signature

AI-55652 **Texas Agri-Life Extension Serv.** **9. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Andrea Valdez, County Coordinator, Kimberly Guillen, County Extension Service-4-H & Youth Development and Amy Valdez, Healthy South Texas Specialist would like to introduce Hidalgo County 4-H Ambassadors, Hidalgo County 4-H County Council and Healthy South Texas Ambassadors to the Court.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016-2017 **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Ambassadors & County Council

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2016 03:15 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Nora Linda Cruz Started On: 08/01/2016 02:32 PM

Final Approval Date: 08/05/2016

2016-2017 4-H AMBASSADORS

BRANDON CERELLI
JOCELYN BOYLE
ELYSSA RODRIGUEZ
MATTHEW SALINAS
MICHAEL BULLION
ANDREW CANO
BETH QUINTANILLA
ADRIANNA AGUILAR
ARIANNA CANTU
VANESSA MARTINEZ

2016-2017 COUNTY COUNCIL OFFICERS

PRESIDENT – VANESSA MARTINEZ
1ST VICE PRESIDENT – CHARLES LEE
2ND VICE PRESIDENT – TYLER DENNY
SECRETARY – CLAIRE LEE
TREASURER – MICHAEL BULLION
PARLIAMENTARIAN – ELYSSA RODRIGUEZ
REPORTER – JOCELYN BOYLE
DISTRICT DELEGATES (2) – COOPER FORD AND ASHLYN MARTINEZ

HEALTHY SOUTH TEXAS

TEXAS A&M AGRILIFE EXTENSION

HEALTHY SOUTH TEXAS YOUTH AMBASSADORS

JULISSA ALVAREZ
BRIAN PENA
ELYSSA RODRIGUEZ
PAOLA SANCHEZ
JAYDEN OLSON
JADEN DE LEON
KIMBERLY ESTABILLO
LARYSSA GARCIA
JOCELYN BOYLE
FATIMA FIGUEROA

AI-55777 **Human Resources** **10. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Jail Commissary (2102):
1. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 08/22/2016:

Action	Department	Slot#	Position Title	Proposed Budgeted Salary
Create	280-015	0015	Commissary Detention Officer Step I	$32,305.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of AI-55733 (CC 08/09/16).

Attachments

Fiscal Note
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 04:39 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Diana Munoz		Started On: 08/05/2016 04:14 PM
Final Approval Date: 08/05/2016		

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, August 09, 2016** **Agenda Item:** **55777**

Summary of request/proposal:
Jail Commissary (2102)-
Approval of the following personnel actions, effective 8/22/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
2102	Commissary Detention Officer Step I	0015	113	0.00	32,305.00	32,305.00
				0.00	32,305.00	32,305.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	REG F/T EMPLOYEES	$11,758.52
6-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	$2,245.06
6-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	$13.67
6-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	$899.53
6-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	$1,322.83
6-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	$70.55
6-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	$366.87
			2016 Budgetary Impact	$16,677.03

2017 Budgetary Impact: $45,817.95

Possible Funding Sources: **Appropriation of funds (AI-55733 CC 08/09/16).**

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-015 Jail Commissary

DATE: 7-25-2016

CURRENT POSITION TITLE:

CURRENT SLOT. #:

REQUESTED POSITION TITLE: PR ~~COMMISSARY~~ DETENTION OFFICER
(For new positions or reclassifications) Step I

0015

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 32,305.00 (Proposed Budgeted Salary) $ 32,305.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding is available from the Jail Commissary Bank Account.

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)

This position will assist in the efficiency and effectiveness of the Sheriff's Office operation. Will provide corrections service during the distribution of commissary while maintaining the safety and security of inmates and the public in a County corrections facility or program. Will perform complex (journey level) clerical work in areas such as bookkeeping, inventory control, statistics, purchasing and accounting; work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files.

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

Provides corrections service during the distribution of commissary while maintaining the safety and security of inmates and the public in a County corrections facility or program. Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, purchasing and accounting; work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock, and inventory and maintaining files; works under general supervision with moderate latitude for the use of initiative and independent judgment.

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 7.27.16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 8/04/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/8/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-55772 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Environmental Compliance (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, 08/22/2016:

Action	Department	Slot#	Position Title	Current/ Proposed Budgeted Salary
Create	125-036	0006	Environmental Compliance Monitor I	$36,453.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-419-70-125-036-0-XXX

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

BUDGETARY IMPACT:

Funds undetermined.

Attachments

Fiscal Note

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 04:38 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Diana Munoz		Started On: 08/05/2016 03:27 PM
Final Approval Date: 08/05/2016		

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, August 09, 2016** **Agenda Item:** **55772**

Summary of request/proposal:
Environmental Compliance (1100): Approval of the following personnel actions, effective next full pay period:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Environmental Compliance Monitor I	0006	113	0.00	36,453.00	36,453.00
				0.00	36,453.00	36,453.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-419-70-125-036-0-	113	ENVIRONMENTAL COMPLIANCE-	REG F/T EMPLOYEES	$13,268.33
6-1100-419-70-125-036-0-	211	ENVIRONMENTAL COMPLIANCE-	HEALTH INSURANCE	$2,245.06
6-1100-419-70-125-036-0-	212	ENVIRONMENTAL COMPLIANCE-	LIFE INSURANCE	$13.67
6-1100-419-70-125-036-0-	220	ENVIRONMENTAL COMPLIANCE-	FICA	$1,015.03
6-1100-419-70-125-036-0-	230	ENVIRONMENTAL COMPLIANCE-	RETIREMENT	$1,492.69
6-1100-419-70-125-036-0-	250	ENVIRONMENTAL COMPLIANCE-	UNEMPLOYMENT COMP	$79.61
6-1100-419-70-125-036-0-	260	ENVIRONMENTAL COMPLIANCE-	WORKER'S COMP	$46.44
			2016 Budgetary Impact	$18,160.83

Possible Funding Sources: **Funds undetermined.**

Comments:

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 08/04/2016
DEPARTMENT NAME: Environmental Compliance
DEPARTMENT NO.: 125-036
CURRENT POSITION TITLE:
CURRENT SLOT NO.: (Proposed) Slot#1006
REQUESTED POSITION TITLE: Environmental Compliance Monitor I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:

$ 0.00	$ 36,453.00	$ 36,453.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step 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

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt
FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	08/04/2016 Date
Department of Human Resources	8/5/2016 Date
Department of Budget & Management	8/8/2016 Date

AI-55763 **Human Resources** **10. C.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Constable Pct. #4 (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, 8/22/2016:

Action	Dept. / Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Budgeted Salary Adjustment/ (Reduce)	294-001	0021	Senior Deputy Constable Step I	$59,795.00	$49,822.00
Create	294-001	0023	Sergeant Step I	$0.00	$59,795.00

3. Approval to waive the posting, hiring and enrollment procedures and promote employee #094943 to the Sergeant Step I, Slot# 0010 position.
4. Approval to delete one (1) regular full-time Senior Deputy Constable Step I position, Slot No. 0010, budgeted salary $49,822.00, effective next full pay period 8/22/16.
5. Approval to revise the salary schedule in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Fiscal Note
PAR

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Veronica Ortiz	08/05/2016 02:43 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Diana Munoz		Started On: 08/05/2016 02:09 PM
Final Approval Date: 08/05/2016		

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, August 09, 2016** **Agenda Item:** **55763**

Summary of request/proposal:
Constable Pct #4 (1100): Approval of the following personnel actions, effective next full pay period:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Senior Deputy Constable Step I	0021	113	59,795.00	49,822.00	(9,973.00)
1100	Sergeant Step I	0023	113	0.00	59,795.00	59,795.00
1100	Senior Deputy Constable Step I	0010	113	49,822.00	0.00	(49,822.00)
				109,617.00	109,617.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-294-001-0-	113	CONSTABLE PCT 4-	REG F/T EMPLOYEES	$0.00
6-1100-421-00-294-001-0-	211	CONSTABLE PCT 4-	HEALTH INSURANCE	$0.00
6-1100-421-00-294-001-0-	212	CONSTABLE PCT 4-	LIFE INSURANCE	$0.00
6-1100-421-00-294-001-0-	220	CONSTABLE PCT 4-	FICA	$0.00
6-1100-421-00-294-001-0-	230	CONSTABLE PCT 4-	RETIREMENT	$0.00
6-1100-421-00-294-001-0-	250	CONSTABLE PCT 4-	UNEMPLOYMENT COMP	$0.00
6-1100-421-00-294-001-0-	260	CONSTABLE PCT 4-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

Possible Funding Sources: **NO BUDGETARY IMPACT**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 05 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Constable Precinct 4 - 294 - 001 PR

DATE: 8/5/2016

CURRENT POSITION TITLE: Senior Deputy Constable Step I

CURRENT SLOT. #: 0021

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Reduction of Budgeted Salary

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

POSITION SALARY REQUEST:

Salary Amount: $ 59,795.00 (Current Budgeted Salary) $ 49,822.00 (Proposed Budgeted Salary) $ (9,973.00) (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)

Adjustment is needed in accordance to the Law Enforcement Step and Grade Pay Schedule.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/5/2016	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/05/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/8/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 05 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Constable Precinct 4 - 294-09 **DATE:** 8/5/2016

CURRENT POSITION TITLE: ~~Sergeant Step 1~~ OT **CURRENT SLOT. #:** 0023

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

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

$0.00 OT

Salary Amount: $ ~~59,795.00~~ Current Budgeted Salary $ 59,795.00 Proposed Budgeted Salary $ 59,795.00 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)

Adjustment is needed in accordance to the new Law Enforcement Step and Grade Pay Schedule.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/5/2016	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/05/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/8/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 05 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Constable Precinct 4 - 294-001 **DATE:** 8/5/2016

CURRENT POSITION TITLE: Senior Deputy Constable Step I **CURRENT SLOT. #:** 0010

REQUESTED POSITION TITLE: ~~Senior Deputy Constable Step I~~ ST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion of Position

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

POSITION SALARY REQUEST:

Salary Amount: $ 49,822.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (49,822.00) (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)

Position is no longer needed.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/5/2016	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/05/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/8/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-55727 **Human Resources** **10. D.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Tax 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, 08/22/2016:

Action	Department	Slot#	Position Title	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance
Delete (Salary/Auto Allowance)	140-001	0072	Inventory Specialist I	$26,773.00	$0.00
				$4,721.00	$0.00
Create	140-001	0185	Deputy Clerk II	$0.00	$31,494.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Fiscal Note

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 11:08 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Diana Munoz		Started On: 08/04/2016 04:46 PM

Final Approval Date: 08/05/2016

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, August 09, 2016 Agenda Item: 55727

Summary of request/proposal:
Tax Office (1100)-
Approval of the following personnel actions, effective 08/22/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Inventory Specialist I	0072	113	26,773.00	0.00	(26,773.00)
1100	Inventory Specialist I	0072	118	4,721.00	0.00	(4,721.00)
1100	Deputy Clerk II	0185	113	0.00	31,494.00	31,494.00
				31,494.00	31,494.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-415-15-140-001-0-	113	TAX OFFICE-	REGULAR FULL TIME	$0.00
6-1100-415-15-140-001-0-	118	TAX OFFICE-	AUTO ALLOWANCE	$0.00
6-1100-415-15-140-001-0-	211	TAX OFFICE-	HEALTH INSURANCE	$0.00
6-1100-415-15-140-001-0-	212	TAX OFFICE-	LIFE INSURANCE	$0.00
6-1100-415-15-140-001-0-	220	TAX OFFICE-	FICA	$0.00
6-1100-415-15-140-001-0-	230	TAX OFFICE-	RETIREMENT	$0.00
6-1100-415-15-140-001-0-	250	TAX OFFICE-	UNEMPLOYMENT COMP	$0.00
6-1100-415-15-140-001-0-	260	TAX OFFICE-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

2017 Budgetary Impact: $0.00

Possible Funding Sources: No budgetary impact.

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
AUG 02 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 08/02/2016
DEPARTMENT NAME: TAX OFFICE
DEPARTMENT NO.: 140 - 001 PR

CURRENT POSITION TITLE:
CURRENT SLOT NO.: D185 (Proposed) PR
REQUESTED POSITION TITLE: DEPUTY CLERK II

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:

$ 0.00	$ 31,494.00	$ 31,494.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step 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

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt
FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Inventory Specialist I position no longer meets requirements. Creating Deputy Clerk II position.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 08/02/2016
Department of Human Resources	Date 8/05/2016
Department of Budget & Management	Date 8/8/2016

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
AUG 02 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	08/02/2016	**CURRENT POSITION TITLE:**	INVENTORY SPECIALIST I
DEPARTMENT NAME:	TAX OFFICE	**CURRENT SLOT NO.:**	140-001-072
DEPARTMENT NO.:	140 - 001 PR	**REQUESTED POSITION TITLE:**	

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE POSITION

SALARY REQUEST:

$ 26,773.00 / ~~$4,721.00~~ Allowance OT	$ 0.00	-$ 26,773.00 / ~~$4,721.00~~ OT
Current Grade & Step Budgeted Salary	Proposed Grade & Step 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 DELETE POSITION

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Inventory Specialist I position no longer meets requirements. Creating Deputy Clerk II position.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 08/02/2016
Department of Human Resources	Date 8/05/2016
Department of Budget & Management	Date 8/8/2016

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
AUG 02 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	08/03/2016	**CURRENT POSITION TITLE:**	INVENTORY SPECIALIST I
DEPARTMENT NAME:	TAX OFFICE	**CURRENT SLOT NO.:**	140-001-072
DEPARTMENT NO.:	140 · 001 PR	**REQUESTED POSITION TITLE:**	

ALLOWANCE REQUEST: *Type of Allowance*

- ☐ Longevity
- ☐ Supplemental
- ☐ Interpreter
- ☑ Auto
- ☐ Clothing

Allowance Amount:	$ 4,721.00	$ 0.00	-$ 4,721.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: -$ 4,721.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☐ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☑ Other DELETE POSITION
- ☐ Will Require Additional Funds

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☐ Exempt
- ☑ Non-Exempt

FLSA:

- ☐ Exempt
- ☑ Non- Exempt

JUSTIFICATION/PRIORITY: (*Explain why this allowance request is essential*)

Inventory Specialist I position no longer meets requirements. Creating Deputy Clerk II position.

COMMENTS: (*Any comments you wish to make regarding this request, attach additional pages if needed*)

Department Head	Date 08/02/2016
Department of Human Resources	Date 8/05/2016
Department of Budget & Management	Date 8/8/2016

AI-55608 **Human Resources** **10. E.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office - Jail (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, 8/22/2016:

Action	Slot#	Dept. / Program	Current/Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Create	0426	280-002	Detention Lieutenant Step I	$0.00	$42,999.00
Create	0427	280-002	Detention Lieutenant Step I	$0.00	$42,999.00
Create	0428	280-002	Detention Lieutenant Step I	$0.00	$42,999.00
Create	0429	280-002	TCOLE Certified Instructor (Temporary)	$0.00	$5,400.00
Budgeted Salary Adjustment (Decrease)	0069	280-002	Detention Officer	$40,778.00	$32,305.00
Budgeted Salary Adjustment (Decrease)	0243	280-002	Detention Officer	$39,399.00	$32,305.00

3. Approval of the following personnel actions with an effective date that will coincide with the selection process as listed above in item #2:

Action	Slot#	Dept./ Program	Position Title	Budgeted Salary
Delete	(TBD)	280-002	Detention Sergeant Step I	$39,090.00
Delete	(TBD)	280-002	Detention Sergeant Step I	$39,090.00
Delete	(TBD)	280-002	Detention Sergeant Step I	$39,090.00

4. Approval to waive the posting and hiring procedures and assign selected employee #'s (to be determined) to Slot#'s 0426, 0427, & 0428, Lieutenant Step I positions upon completion of the selection process.
5. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 8/5/16.

Attachments

Fiscal Note
JOB DESC
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 11:05 AM
Human Resources	Diana Munoz	08/05/2016 04:30 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Diana Munoz		Started On: 07/27/2016 03:51 PM
Final Approval Date: 08/05/2016		

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, August 09, 2016 Agenda Item: 55608

Summary of request/proposal:
Jail (1100)-
Approval of the following personnel actions, effective 08/22/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Detention Lieutenant Step I	0426	113	0.00	42,999.00	42,999.00
1100	Detention Lieutenant Step I	0427	113	0.00	42,999.00	42,999.00
1100	Detention Lieutenant Step I	0428	113	0.00	42,999.00	42,999.00
1100	TCOLE Certified Instructor	0429	121	0.00	5,400.00	5,400.00
1100	Detention Officer	0069	113	40,778.00	32,305.00	(8,473.00)
1100	Detention Officer	0243	113	39,399.00	32,305.00	(7,094.00)
1100	Detention Sergeant Step I	TBD	113	39,090.00	0.00	(39,090.00)
1100	Detention Sergeant Step I	TBD	113	39,090.00	0.00	(39,090.00)
1100	Detention Sergeant Step I	TBD	113	39,090.00	0.00	(39,090.00)
				197,447.00	199,007.00	1,560.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-423-21-280-002-0-	113	JAIL-	REGULAR FULL TIME	$567.82
6-1100-423-21-280-002-0-	211	JAIL-	HEALTH INSURANCE	$0.00
6-1100-423-21-280-002-0-	212	JAIL-	LIFE INSURANCE	$0.00
6-1100-423-21-280-002-0-	220	JAIL-	FICA	$43.44
6-1100-423-21-280-002-0-	230	JAIL-	RETIREMENT	$0.00
6-1100-423-21-280-002-0-	250	JAIL-	UNEMPLOYMENT COMP	$3.41
6-1100-423-21-280-002-0-	260	JAIL-	WORKER'S COMP	$17.72
			2016 Budgetary Impact	$632.39

2017 Budgetary Impact: $1,737.37

Possible Funding Sources: Funds available from within.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY SHERIFF'S OFFICE

TCOLE CERTIFIED INSTRUCTOR

GENERAL DESCRIPTION

Instructs commissioned personnel in Texas Commission on Law Enforcement education material and other related material. Topics of instruction to include criminal justice related courses, firearms training, leadership training, corrections training to include basic jailer licensing courses.

EXAMPLES OF WORK PERFORMED

Ability to understand and follow oral instructions

Ability to demonstrate strong leadership qualities

Ability to demonstrate problem solving capabilities

Ability to write clear and concise reports and to maintain complete records as required

Ability to establish and maintain effective working relationships with other County employees and officials, inmates and the public

The ability to develop law enforcement / corrections based courses for instruction, including the development of TCOLE approved lesson plans.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Previous work experience in the fields of law enforcement and / or corrections

Certificates, Licenses, & Registration

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

Applicant must be able to be insured by the County's insurance carrier

Applicant must be a TCOLE certified basic instructor

Knowledge, Skills, and Abilities

Knowledge of laws, departmental policies, rules, regulations, instructions and correctional literature regarding the custody of persons

Ability to write clear and concise reports and to maintain complete records as required

Ability to establish and maintain effective working relationships with others

Basic Mathematic Skills

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Language Skills

Ability to speak read and write in the English language

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of people and organizations

Reasoning Ability

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

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 frequently required to stand, walk and talk or hear. The employee is occasionally required to sit; use hands or fingers to handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl.

The employee must regularly lift and/or move up to 10 pounds, occasionally lift and/or move up to 25 pounds and, in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include

close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee frequently works near moving mechanical parts such as doors and gates throughout the jail. The employee is occasionally exposed to fumes or airborne particles.

SAFETY REQUIREMENTS

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 -002 (Jail DT) **DATE:** 8-8-2016

CURRENT POSITION TITLE: ~~SR DETENTION OFFICER STEP V~~ Detention Officer DT **CURRENT SLOT. #:** 002-069

REQUESTED POSITION TITLE: DETENTION OFFICER ~~STEP I~~ DT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other SALARY ~~SCHEDULE~~ CHANGE Adjustment (Decrease) DT

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

POSITION SALARY REQUEST:

Salary Amount: $ 40,778.00 (Current Budgeted Salary) $ 32,305.00 (Proposed Budgeted Salary) $ (8,473.00) (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)

Salary schedule change to fund other positions.

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

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

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 -052 (Jail) OT **DATE:** 8-8-2016

CURRENT POSITION TITLE: ~~SR~~ DETENTION OFFICER ~~STEP IV~~ OT **CURRENT SLOT. #:** 002-243

REQUESTED POSITION TITLE: DETENTION OFFICER ~~STEP I~~ OT
(For new positions or reclassifications)

OT

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other SALARY ~~SCHEDULE~~ CHANGE Adjustment (Decrease)

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

POSITION SALARY REQUEST:

Salary Amount: $ $39,399.00 (Current Budgeted Salary) $ 32,305.00 (Proposed Budgeted Salary) $ (7,094.00) (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)

Salary schedule change to fund other positions.

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

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

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 - 002 (Jail) **DATE:** 7-26-2016

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 002-426/002-427 002-428

REQUESTED POSITION TITLE: Detention LIEUTENANT STEP I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 42,999.00 x 3 (Proposed Budgeted Salary) $ 42,999.00 x 3 = 128,997.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Fundings from Deleted positions & slot #002-069, 002-243

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

RECEIVED JUL 27 2016 HUMAN RESOURCES

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)

Re-organization of personnel, funded from deleted positions.

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

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

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 7-27-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/04/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/8/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 -002 (Jail) **DATE:**

CURRENT POSITION TITLE: ^Detention SERGEANT STEP I **CURRENT SLOT. #:** To be determine

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

$39,090.00 x 3 = $117,270.00

Salary Amount: $ $39,090.00 x 3 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ ($117,270.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other Savings from deleted to fund other positions

RECEIVED
JUL 27 2016
HUMAN RESOURCES

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)

Positions will be delete as part of re-organization.

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 7-27-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/04/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/8/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 - 002 (Jail) DF

DATE: 7-25-2016

CURRENT POSITION TITLE:

CURRENT SLOT. #:

REQUESTED POSITION TITLE: TCOLE CERTIFIED INSTRUCTOR (TEMPORARY) 0429
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 5,400.00 (Proposed Budgeted Salary) $ 5,400.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding from open Slot #002-290

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $16.875 (Enter hourly rate for temp. positions)

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 16.875 HR X 320 = 5,400.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

after court approval & interview process	Depends/Hire date	Mon-Fri 8am-5pm	40	8 weeks
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)

This position will assist in the efficiency and effectiveness of the Sheriff's Office operation as it pertains to the HCSO Training Academy.

Will instruct commissioned personnel in Texas Commission on Law Enforcement education material and other related material. Topics of instruction to include criminal justice related courses, firearms training, leadership training, corrections training to include basic jailer licensing courses.

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

Instructs commissioned personnel in Texas Commission on Law Enforcement education material and other related material. Topics of instruction to include criminal justice related courses, firearms training, leadership training, corrections training to include basic jailer licensing courses.

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	7-27-16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	8/04/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	8/8/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-55732 **Human Resources** **10. F.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Safety (1100):
1. Requesting waiver of the Budget Amendment Policy – Personnel - Related Amendments.
2. Approval to create one (1) regular full-time Chief Safety Officer position, Slot no. 0013, budgeted salary $67,476.00, effective next full pay period.
3. Approval to waive posting, hiring and enrollment procedures and promote employee no. 129356 to the Chief Safety Officer position, slot no. 0013.
4. Approval to revise the salary schedule in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-419-50-125-003-0-XXX

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

BUDGETARY IMPACT:

Funds undetermined.

Attachments

Fiscal Note
JOB DESC
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 01:48 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Diana Munoz		Started On: 08/05/2016 10:00 AM
Final Approval Date: 08/05/2016		

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, August 09, 2016 Agenda Item: 55732

Summary of request/proposal:
Safety (1100)-
Approval of the following personnel actions, effective 08/22/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Chief Safety Officer	0013	113	0.00	67,476.00	67,476.00
				0.00	67,476.00	67,476.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-419-50-125-003-0	113	SAFETY-	REGULAR FULL TIME	$24,560.23
6-1100-419-50-125-003-0	211	SAFETY-	HEALTH INSURANCE	$2,245.06
6-1100-419-50-125-003-0	212	SAFETY-	LIFE INSURANCE	$13.67
6-1100-419-50-125-003-0	220	SAFETY-	FICA	$1,878.86
6-1100-419-50-125-003-0	230	SAFETY-	RETIREMENT	$2,763.03
6-1100-419-50-125-003-0	250	SAFETY-	UNEMPLOYMENT COMP	$147.36
6-1100-419-50-125-003-0	260	SAFETY-	WORKER'S COMP	$766.28
			2016 Budgetary Impact	$32,374.49

2017 Budgetary Impact: $88,944.63

Possible Funding Sources: Funds undetermined

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY SAFETY DIVISION

CHIEF SAFETY OFFICER

GENERAL DESCRIPTION

The Chief Safety Officer is responsible for managing the County's Safety and Accident Prevention Program. The Chief Safety Officer is responsible for supervising the planning, organizing, developing, implementing and evaluating the County's Safety and Accident Prevention Program.

EXAMPLES OF WORK PERFORMED

Supervises, trains, and evaluates all staff assigned to the Safety Division

Responsible for accident investigation, safety training, safety audits, safety inspections, safety analysis, and job hazard analysis

Coordinates and facilitates the implementation of a County Safe Committee to identify, evaluate and implement innovative approaches for the County Wide Safety and Accident Prevention Program

Coordinates with County Commissioners to implement uniform and effective safety and accident prevention procedures at the Precinct Level

Coordinates with elected officials, appointed officials, and department heads to implement and maintain safety and accident prevention procedures in all County Departments

Prepares reports, studies; and/or correspondence to federal, state, and/or local agencies as required to comply with regulations and/or state and federal laws

Participates in the investigation of accidents and injuries, cooperates with insurance investigations, submits accident reports, and complies in all matters as required by federal and state regulatory agencies

Develops and presents training programs on policies and procedures, and regulations for all levels of County personnel to increase proficiency in safety practices and to raise safety awareness

Inspects and/or conducts safety audits on county facilities to detect existing or potential accident and health hazards and recommends corrective and preventive measures. Follows up to insure corrective actions as implemented and maintained

Prepares and monitors division operating budget to insure compliance with County budget guidelines

SUPERVISORY RESPONSIBILITIES:

Directly supervises employees in the Safety Division, and manages operation of the division in accordance with county policies, county procedures, and applicable laws. Responsibilities include, interviewing job applicants, hiring, training, assigning and directing work, evaluating employee performance, disciplining employees when required, and recognizing excellent employee performance when it is achieved. The division director is also responsible for addressing complaints, employee morale, and for resolving problems and issues in a timely basis

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's Degree (BA) from an accredited four (4) year college or university with a major in Public Administration, Business Administration, or a related field

A minimum of eight (8) years of increasingly responsible administrative and management experience is required

Experience with a federal, state or local government agency

Four (4) years actual work experience may be substituted for the required education

CERTIFICATES, LICENSES, REGISTRATIONS

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

Must be able to be insured by the County's insurance carrier

Must have liability insurance

Knowledge, Skills, and Abilities

Ability to communicate concisely and effectively both orally and in writing and to make effective public presentations to elected officials and community groups

Ability to perform a full range of supervisory and management tasks, including work planning and assignment, training, budgeting, employee evaluation and special projects planning

Provides management and leadership for the Risk Management and Self Insured Workers' compensation departments

Ability to utilize a personal computer to perform tasks associated with word processing, spreadsheet and database functions

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 required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

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

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 08/04/2016
DEPARTMENT NAME: SAFETY
DEPARTMENT NO.: 125-003
CURRENT POSITION TITLE:
CURRENT SLOT NO.: (PROPOSED) SLOT#013
REQUESTED POSITION TITLE: CHIEF SAFETY OFFICER

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:

$ 0.00	$ 67,476.00	$ 67,476.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step 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

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt
FLSA: ☑ Exempt ☐ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

* **POSITION RECLASSIFICATION COMMENTS:** (*Attach completed Reclassification Analysis Form and additional pages if needed*)

Department Head	08/04/2016 Date
Department of Human Resources	8/05/2016 Date
Department of Budget & Management	8/8/2016 Date

AI-55725 **Human Resources** **10. G.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Precinct 3 Road Maintenance (1200):
1. Discussion, consideration and approval of the following personnel actions, effective next full pay period, 08/22/2016:

Action	Department	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	123-005	0040	Maintenance I	$31,827.00	$0.00
Create	123-005	0105	Equipment Operator II	$0.00	$32,000.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 8/5/16.

Attachments

Fiscal Note

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 11:08 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Diana Munoz		Started On: 08/04/2016 04:24 PM
Final Approval Date: 08/05/2016		

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, August 09, 2016 Agenda Item: 55725

Summary of request/proposal:
Pct3 Rd Maintenance (1200)-
Approval of the following personnel actions, effective 08/22/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Maintenance I	0040	113	31,827.00	0.00	(31,827.00)
1200	Equipment Operator II	0105	113	0.00	32,000.00	32,000.00
				31,827.00	32,000.00	173.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-123-005-0-	113	PCT3 RD MAINT-	REGULAR FULL TIME	$62.97
6-1200-431-00-123-005-0-	211	PCT3 RD MAINT-	HEALTH INSURANCE	$0.00
6-1200-431-00-123-005-0-	212	PCT3 RD MAINT-	LIFE INSURANCE	$0.00
6-1200-431-00-123-005-0-	220	PCT3 RD MAINT-	FICA	$4.82
6-1200-431-00-123-005-0-	230	PCT3 RD MAINT-	RETIREMENT	$7.08
6-1200-431-00-123-005-0-	250	PCT3 RD MAINT-	UNEMPLOYMENT COMP	$0.38
6-1200-431-00-123-005-0-	260	PCT3 RD MAINT-	WORKER'S COMP	$4.33
			2016 Budgetary Impact	$79.58

2017 Budgetary Impact: $218.63

Possible Funding Sources: Funds available from within.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #3 123-035 DATE: 8/3/2016

CURRENT POSITION TITLE: Maintenance I CURRENT SLOT #: 005-0040

REQUESTED POSITION TITLE:

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 31,827.00 Current G&S/ Budgeted Salary $ _____ Proposed G&S/ Budgeted Salary $ (31,827.00) 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 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

Position is no longer needed. Will delete this position and request Heavy Equipment Operator II position due to department's high demand of workload.

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

Copy attached.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO	
2.	HUMAN RESOURCES DIRECTOR	Date 8/5/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 8/8/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #3 123- 005 OT

DATE: 8/3/2016

CURRENT POSITION TITLE: N/A

CURRENT SLOT #: 005-0105

REQUESTED POSITION TITLE: ~~Heavy~~ Equipment Operator II

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 32,000.00	$ 32,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS:

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

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

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

Requested position is needed due to department's high demand of workload.

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

Copy attached.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/5/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/8/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

AI-55634 **Health & Human Services Dept.** **11. A.**

CC - REGULAR

Meeting Date: 08/09/2016

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Update on Operation Lone Star activities and outcomes.

BACKGROUND

Operation Lone Star was held during week of July 25 through July 29, 2016.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

backup

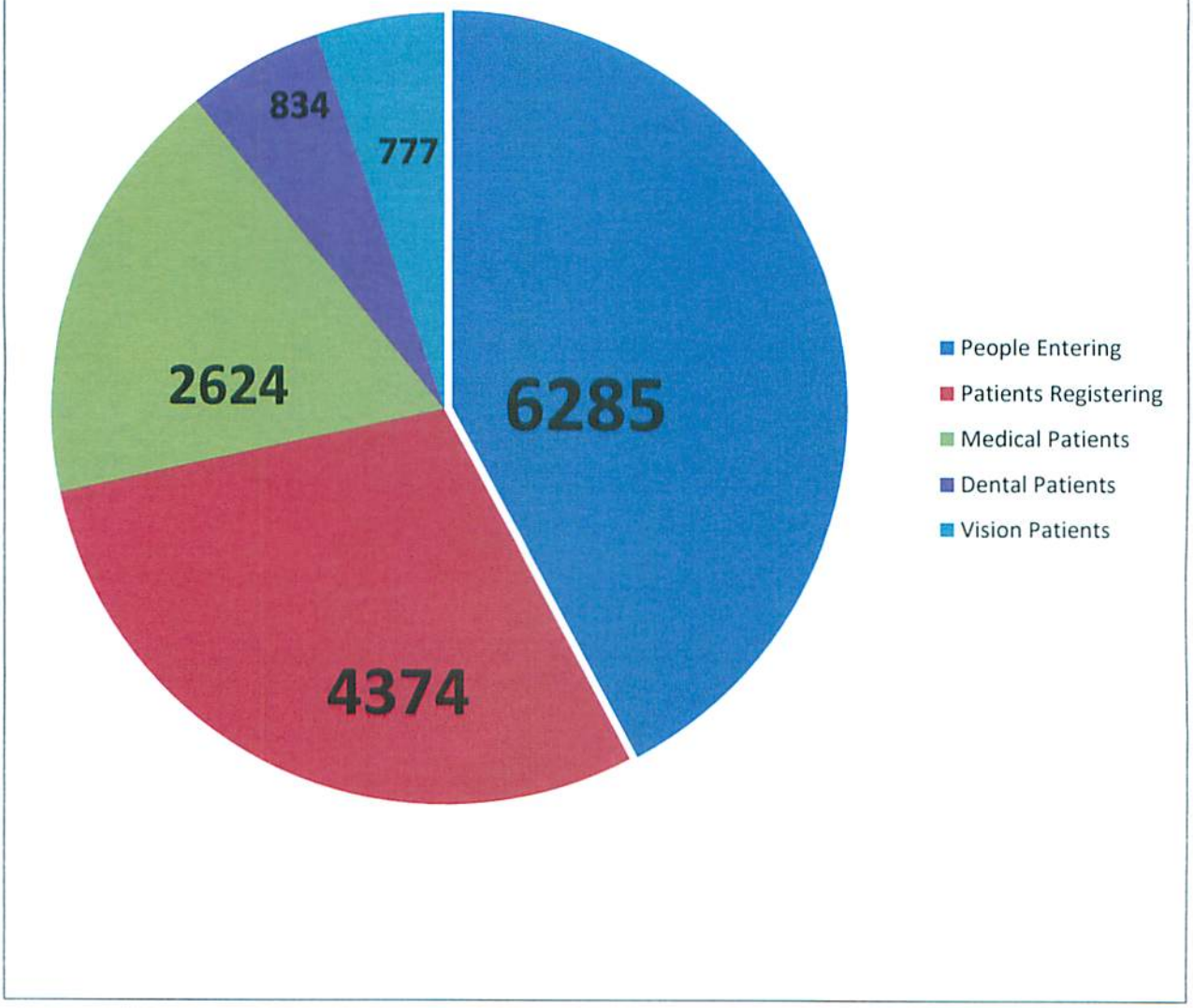
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2016 02:00 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Mike Escaname Started On: 07/29/2016 09:39 AM

Final Approval Date: 08/05/2016

OPERATION LONE STAR 2016



Cumulative Preliminary Data for both Hidalgo County ***2016 Operation Lone Star***
Full Scale Medical Exercise Sites: PSJA ISD & LA JOYA ISD

Hidalgo County: OLS 2016

PSJA	7.25	7.26	7.27	7.28	7.29	Total:
People Entering	624	595	712	1028	760	3719
Patients Registering	480	410	524	728	533	2675
Reg. PTs Exiting	450	332	456	641	494	2373
Medical Patients	480	448	245	415	321	1909
Dental Patients	69	120	126	132	64	511
Vision Patients	128	104	82	100	5	419

JLHS	7.25	7.26	7.27	7.28	7.29	Total:
People Entering	594	543	521	583	325	2566
Patients Registering	480	335	356	345	183	1699
Reg. PTs Exiting	450	462	334	311	174	1731
Medical Patients	149	149	158	158	101	715
Dental Patients	69	81	67	72	34	323
Vision Patients	43	119	77	74	45	358

Both Sites	7.25	7.26	7.27	7.28	7.29	Total:
People Entering	1218	1138	1233	1611	1085	6285
Patients Registering	960	745	880	1073	716	4374
Reg. PTs Exiting	900	794	790	952	668	4104
Medical Patients	629	597	403	573	422	2624
Dental Patients	138	201	193	204	98	834
Vision Patients	171	223	159	174	50	777

AI-55584 **Health & Human Services Dept.** **11. B.**

CC - REGULAR

Meeting Date: 08/09/2016

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit application to participate in the next Texas Project Public Health Ready cohort. The Project Public Health Ready is a criteria-based public health preparedness program that assesses local health department capacity and capability to plan for, respond to and recover from public health emergencies.

BACKGROUND

09/01/15 - AI-51061 - Approval to submit Intent to Apply

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-005-0-890

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

BUDGETARY IMPACT:

Application fee of $2,500.00 to be reimbursed by DSHS. Requisition #298463

Attachments

PPHR Flyer
NACCHO PPHR
email on fees

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/26/2016 04:49 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Mike Escaname		Started On: 07/26/2016 03:39 PM
Final Approval Date: 08/05/2016		

GET TO KNOW YOUR PLANS!

Participate in Texas Project Public Health Ready (PPHR)

As public health preparedness professionals we continually write and improve our plans to respond to the threats our population faces. However, are these plans the best they can be and is your staff truly trained and tested on those plans? The PPHR process initiates an in-depth analysis of your plans, workforce competency and exercise evaluation. The following activities and principles guiding the PPHR process aim to strengthen your health department's preparedness program:

- **Continuous Quality Improvement—**Find the gaps in your plans and put together a plan of action
- **Complete the cycle—**Evaluate and create the connectivity needed between your plans, trainings, and exercises
- **Peer Review—**Your plans will be reviewed and helpful feedback will be provided from fellow local public health preparedness practitioners
- **Make connections—**The process perpetuates conversations between planning partners within your health department and the entire jurisdiction

For more information, visit the NACCHO PPHR page: http://www.naccho.org/topics/emergency/PPHR/

The deadline for the Intent to Apply is October 31st.

TEXAS Department of State Health Services

To become a part of the next cohort please contact PPHR Team Lead Donald Sheahan at the Texas Department of State Health Services: Donald.Sheahan@dshs.texas.gov

Programs

- Community Health
- Environmental Health
- Public Health Infrastructure and Systems
- Public Health Preparedness

Other Topics

- Research at NACCHO
- Winnable Battles
- Big Cities Health Coalition
- Demonstration Sites
- Funding Opportunities
- Health Reform
- Health Equity and Social Justice
- Model Practices
- Peer Assistance Network
- Workforce Training
- Programs A-Z

Programs and Activities > Public Health Preparedness

Project Public Health Ready

Overview | Current Applicants | National Reviewers | Resources | Staff Contacts

Project Public Health Ready (PPHR) is a criteria-based public health preparedness program that assesses local health department (LHD) capacity and capability to plan for, respond to, and recover from public health emergencies. PPHR aims to protect the public's health and increase the public health infrastructure by equipping local health departments with sustainable tools to plan, train, and exercise using a continuous improvement model.

Since 2004, nearly 400 LHDs have been recognized as meeting all the PPHR requirements individually or working collaboratively as a region. Click on states in blue below to view the PPHR-recognized LHDs in that state.

Please visit our PPHR Overview page to learn more about the program and how your health department can become involved.

Current PPHR applicants in need of resources to assist them with developing their applications should visit our Current Applicants page.

To learn more about the opportunity to serve as a reviewer for PPHR applications, please visit our PPHR National Reviewer page.

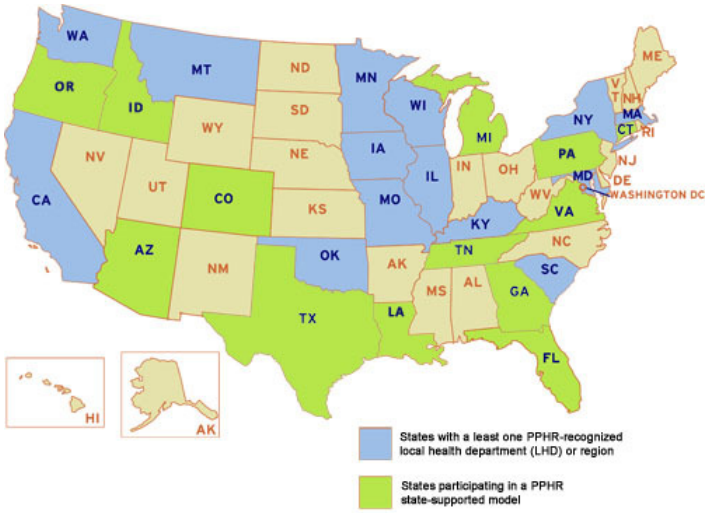
In the Spotlight

8 Agencies Achieve Project Public Health Ready Recognition

NACCHO's Project Public Health Ready (PPHR) has recognized 8 local health agencies for their ability to plan for, respond to and recover from public emergencies. Seven agencies from FL, LA, MI, and TN earned PPHR recognition for the first time, and one agency from VA achieved PPHR re-recognition status.

PPHR aims to protect the public's health and increase the public health infrastructure by equipping local health departments with sustainable tools to plan, train, and exercise using a continuous improvement model.

PPHR recognition reflects an agency's dedication necessary to complete the application process and commitment to public health preparedness.NACCHO extends its congratulations to the PPHR recognized agencies for their exceptional accomplishment!



View by State

Arizona
California
South Carolina
Tennessee

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Related Content

- NACCHO Preparedness Brief
- PPHR Criteria Version 7.1
- PPHR Toolkit
- Upcoming Events

Featured Content

Building and Sustaining Strong Partnerships between Pharmacies and Health Departments at State and Local Levels
Learn how to form a partnership with pharmacies to prepare for an emergency.

Marketing Matters - Strategies to Reduce Unhealthy Food and Beverage Marketing to Young Children

2016 Preparedness Summit
NACCHO Conference: April 19 -22, 2016 Dallas, TX

Mike Escaname

From: Sheahan,Donald (DSHS) <Donald.Sheahan@dshs.state.tx.us>
Sent: Tuesday, August 25, 2015 2:00 PM
To: Mike Escaname
Cc: eddie.olivarez@hchd.org; Damis,Bryan (DSHS); Simanek,Michelle (DSHS)
Subject: RE: Question on PPHR Cohort Fees

Hello Mr. Escaname,

I am glad to hear that you are interested in participating in PPHR. I truly believe that PPHR is a great way to verify that your plans, training, and exercise programs are current and accurate.

If you do decide to apply, Hidalgo County would have to submit a check or purchase order for the $2,500 intent to apply form by October 31, 2015 and the $2,500 application fee by August 31, 2016. Once I verify that NACCHO has received each payment, I will initiate the process to have the various agencies reimbursed. The bad news, this will take a couple of months. The good news, DSHS will pay the entire $5,000. The agency will not have to provide any match. One other point – if you decide that you need more time to complete the application, NACCHO will give you an extra year to complete. If you do require an extension, you will be required to supply information relevant to the 2017 application.

Thank you and let me know if you have any other questions or concerns.

Don Sheahan, PMP
Health Emergency Preparedness and Response Section (HEPRS), Room G406.3
Regional & Local Health Services (RLHS) Division
Texas Department of State Health Services
P.O. Box 149347
Austin, TX 78714-9347
(p) 512.776.6257 (f) 512.776.7472

From: Mike Escaname [mailto:mike.escaname@hchd.org]
Sent: Tuesday, August 25, 2015 1:13 PM
To: Sheahan,Donald (DSHS)
Cc: eddie.olivarez@hchd.org
Subject: Question on PPHR Cohort Fees

Hello Mr. Sheahan:

Hidalgo County Health & Human Services will be submitting an Intent to Apply for the next PPHR cohort.

In doing so; however, the following question has arisen.

How will DSHS process the payment for the related fees (Intent to Apply, $2,500 & Application $2,500)?

Will Hidalgo County have to pay the fees first and then obtain reimbursement from DSHS? Or, Will DSHS pay the fees directly to NACCHO?

Since we require our Commissioner's Court approval to participate, we need to provide them with this information.

Any information you can provide will be greatly appreciated.

Regards,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

****

Hello everyone,

I hope your summer has been going well.

Project Public Health Ready (PPHR) is nearing completion for this year.

All local health departments who have applied will be submitting their applications to NACCHO by the end of this month. Texas has three LHDs applying for this year: City of El Paso Department of Public Health, City of Laredo Health Department, and Harris County Environmental and Public Health Services.

The next PPHR cycle will begin in October 2015. Williamson County and Cities Health District has already submitted their Intent to Apply form for the 2015-2016 cycle.

Attached you will find a flyer highlighting the benefits of participating in PPHR. Do not let the $5,000 costs be a barrier for your participation. DSHS will pay the $2,500 Intent to Apply and the $2,500 Application fee for those departments that wish to participate in the 2015-2016 cycle.

If you feel that you would like to be involved in this extremely valuable project, or if you have any questions concerning PPHR, please contact Don Sheahan at Donald.Sheahan@dshs.state.tx.us. The deadline for the Intent to Apply is October 31st, 2015.

Thank you.

Don Sheahan, PMP
Health Emergency Preparedness and Response Section (HEPRS), Room G406.3
Regional & Local Health Services (RLHS) Division
Texas Department of State Health Services
P.O. Box 149347
Austin, TX 78714-9347
(p) 512.776.6257 (f) 512.776.7472

AI-55581 **Health & Human Services Dept.** **11. C.**

CC - REGULAR

Meeting Date: 08/09/2016

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 accept the Infectious Disease Control Unit grant contract amendment #2016-003779-01. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $73,450.00 and to extend the end of the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the Infectious Disease Control Unit grant contract and related document.
3. Requesting approval of the Certification of Revenue in the amount of $73,450.00.
4. Requesting approval of the budget appropriation in the amount of $73,450.00.
5. Requesting approval of the salary schedule.

BACKGROUND

08/18/15 - AI-50835 - Acceptance of the IDCU-SUR FY 16 grant contract.
05/17/16 - AI-54573 - Approval to submit application for the FY 17 IDCU-SUR grant program.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-10-340-060-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Contract Amendment
Budget Appropriation
Sal Proj
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/26/2016 02:56 PM

Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Mike Escaname		Started On: 07/26/2016 01:04 PM
Final Approval Date: 08/05/2016		

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 01

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2016-003779-00 (Contract), which was effective on September 1, 2015. This Contract has not been amended prior to this Amendment. The amended Contract will be denominated Contract No. 2016-003779-01 for administrative purposes.

I. The Parties agree to amend Section 2 of this Contract to add an additional SEVENTY-THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS ($73,450.00), to increase the total Contract not to exceed amount to ONE HUNDRED FORTY-SIX THOUSAND NINE HUNDRED DOLLARS ($146,900.00).

II. The Parties agree to amend Section 4 of this Contract to extend the end of the Contract term to August 31, 2017.

III. The Parties agree to amend Section 7 of this Contract by deleting the first paragraph and replace with the following:

Contractor must perform surveillance and epidemiology activities for all notifiable conditions that can be reported through the National Electronic Disease Surveillance System (NEDSS) even if the Contractor does not use NEDSS for disease reporting. The NEDSS notifiable conditions can be found in the file named, “Program Areas in NBS Rev 0814.xlsx” at the website: https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources. Contractor will assign the Epidemiologist funded by this contract to be responsible for all conditions reportable through NEDSS, or will assign certain conditions for infectious disease preparedness and outbreak response activities and investigations.

IV. The Parties agree to delete Section 7.8 of this Contract and replace it with the following:

8. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than one (1) business day after completion of interview;

V. The Parties agree to delete Section 7.10 of this Contract and replace with the following:

10. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens for the notifiable conditions that can be reported through NEDSS and/or those related to assigned outbreak investigations sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing as designated by DSHS;

VI. The Parties agree to amend Section 7, Performance Measures, number 5, of this Contract by deleting number 5 and replace with the following:

5. Assure and monitor that at least ninety percent (90%) of isolates from reported positive cases of conditions that can be reported through NEDSS for which isolates are required from hospitals and clinics within the jurisdiction and/or those related to outbreak investigations are sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;

VII. The Parties agree to amend Section 7, Performance Measures, number 7, of this Contract by deleting number 7 and replace with the following:

7. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than one (1) business day after completion of interview;

VIII. The Parties agree to amend Section 16 of this Contract to add the following:

General Provisions, ARTICLE XXI. PROGRAM OPERATIONS, Section 21.05, Contractor's Notification of Change to Certain Contract Provisions, is amended to delete this clause in its' entirety and replace with the following:

Subject to the following restrictions, without prior approval, Contractor may transfer money between budget categories and must provide the System Agency Contract Manager with prior notification of this transfer. No budget category transfer or cumulative transfers may exceed 25% of the total contract value or $100,000, whichever is less. If the budget transfer(s) exceeds $100,000, alone or cumulatively, prior written approval from the System Agency is required. If the budget transfer(s) exceeds 25% of the total contract value, alone or cumulatively, a formal contract amendment is required.

IX. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

X. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

TEXAS Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION_COPY

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio CPA
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification_Copy			
	Signature Page_Copy		Clark, Sandy - DCPS 7/8/2016 2:30:36 PM	

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Top of the Page

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TEXAS Department of State Health Services

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-003779-01
Proposal ID: DCPS-2017-IDCU/SUR-00013

Program ID: IDCU/SUR
Procurement ID: GST-2016-Solicitation-00019
Procurement Name: DCPS FY16 IDCU/SUR NEW CONTRACT

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$51,708	$0	$0	$51,708
Fringe Benefits	$17,022	$0	$0	$17,022
Travel	$3,943	$0	$0	$3,943
Equipment	$0	$0	$0	$0
Supplies	$777	$0	$0	$777
Contractual	$0	$0	$0	$0
Other	$0	$0	$0	$0
Total Direct Costs	$73,450	$0	$0	$73,450
Indirect Costs	$0	$0	$0	$0
Totals:	**$73,450**	**$0**	**$0**	**$73,450**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $0

Required Match Percentage: 0%

Required Match Amount: $0

Calculated Match Amount: $0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

Total Projected Non DSHS Funding: $0

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Budget Summary		Clark, Sandy - DCPS 6/29/2016 3:57:48 PM	Burrell, Deserie-Contractor 7/13/2016 8:10:29 AM
	Personnel Category Detail		Kirkpatrick, Tray - Contractor 7/8/2016 2:37:07 PM	Clark, Sandy-Contractor 7/13/2016 10:41:41 AM
	Travel Category Detail		Burrell, Deserie-Contractor 7/13/2016 8:07:18 AM	Burrell, Deserie-Contractor 7/13/2016 8:07:42 AM
	Equipment Category Detail			
	Supplies Category Detail		Kirkpatrick, Tray - Contractor 7/8/2016 2:56:35 PM	Burrell, Deserie-Contractor 7/13/2016 8:08:36 AM
	Contractual Category Detail			
	Other Category Detail		Kirkpatrick, Tray - Contractor 7/8/2016 2:57:49 PM	Kirkpatrick, Tray - Contractor 7/8/2016 3:09:55 PM
	Indirect Costs Category Detail			

53804

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DATE: September 1, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-060-6-XXX Infectious Disease Control

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
PERSONNEL		
6-1293-441-10-340-060-6-113	Infectious Disease - Reg. F/T Employees	$ 51,708.00
FRINGES		
6-1293-441-10-340-060-6-211	Infectious Disease - Health Insurance	$ 6,178.00
6-1293-441-10-340-060-6-212	Infectious Disease - Life Insurance	$ 38.00
6-1293-441-10-340-060-6-220	Infectious Disease - FICA	$ 3,955.00
6-1293-441-10-340-060-6-230	Infectious Disease - Retirement	$ 5,817.00
6-1293-441-10-340-060-6-250	Infectious Disease - Unemployment Comp	$ 517.00
6-1293-441-10-340-060-6-260	Infectious Disease - Workers Comp	$ 517.00
TRAVEL		
6-1293-441-10-340-060-6-581	Infectious Disease - Travel In-County	$ 3,074.00
6-1293-441-10-340-060-6-583	Infectious Disease - Travel Out-of-County	$ 869.00
SUPPLIES		
6-1293-441-10-340-060-6-610	Infectious Disease - General Supplies	$ 777.00
	TOTAL APPROPRIATION	$ 73,450.00
6-1293-334-10-340-060-6-000	Infectious Disease - Grant Revenue	$ 73,450.00
	TOTAL APPROPRIATION	$ 73,450.00

REASON: To appropriate the Infectious Disease Control FY 17 award allocation for the period of September 1, 2016 through August 31, 2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

INFECTIOUS DISEASE CONTROL FY 17
Grant Application
Salary Budget
09/01/2016 - 08/31/2017
For Budget Purposes Only

INFECTIOUS DISEASE CONTROL FY 17 (program 060)

						Hourly Rate				2016	2017			Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2016 Payroll Salary	2016 Budgetd Salary With 0% COLA	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monlty Salary	FICA (7.65%	Retirement (11.25%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001			Epidemiologist II	51,500.00	51,500.00	24.7596	24.7596	696	1,392	17,232.69	34,465.38	51,698.08	4,308.17	3,954.90	5,816.03	516.98	516.98	6,168.00	37.56	17,010.46	68,708.54
				51,500.00	**51,500.00**					**17,232.69**	**34,465.38**	**51,698.08**	**4,308.17**	**3,954.90**	**5,816.03**	**516.98**	**516.98**	**6,168.00**	**37.56**	**17,010.46**	**68,708.54**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 05/16/2016.
2 A 0% cost of living increase is budgeted from 01/01/17 to 08/31/17. (pending CC approval)
3 2016 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 17.
5 Health Insurance premium is $514.00 / month for 2016 ($514.00 x 12) 6,168.00
6 Life Insurance premium is $37.56 per year / per employee.

5 County Salary Schedule ---------->

6 2016 Fringe Rates ---------->

Prepared by Mike Escaname
HCHHSD
05/13/2016

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 5, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 73,450.00	Award No. 2016-003779-01 Infectious Disease Control Unit/Surveillance and Epidemiology Activities

CERTIFIED BY:

_____ _____

Raymundo Eufracio, CPA — Date
Hidalgo County Auditor

AI-55581

Health & Human Services
Dept. 19. C.

CC - REGULAR

Meeting Date:	08/09/2016
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 accept the Infectious Disease Control Unit grant contract amendment #2016-003779-01. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $73,450.00 and to extend the end of the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the Infectious Disease Control Unit grant contract and related document.
3. Requesting approval of the Certification of Revenue in the amount of $73,450.00.
4. Requesting approval of the budget appropriation in the amount of $73,450.00.
5. Requesting approval of the salary schedule.

BACKGROUND

08/18/15 - AI-50835 - Acceptance of the IDCU-SUR FY 16 grant contract.
05/17/16 - AI-54573 - Approval to submit application for the FY 17 IDCU-SUR grant program.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-10-340-060-6-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

No local match required.

Attachments

Contract Amendment

Budget Appropriation

Sal Proj

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/26/2016 02:56 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 07/26/2016 01:04 PM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Tuesday, July 26, 2016 2:23 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $73,450.00 - Infectious Disease
Attachments: IDCU FY 17 Grant Contract Amendment 072616.pdf; AI-55581 Acceptance of FY 17 Amendment 080916.pdf

Minerva,

We will present AI-55581 to CC on 08/09/16. I'd appreciate if you can arrange for a Certification of Revenue in the amount of $73,450.00 for the Infectious Disease grant award.

Let me know if you have any questions.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 01

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2016-003779-00 (Contract), which was effective on September 1, 2015. This Contract has not been amended prior to this Amendment. The amended Contract will be denominated Contract No. 2016-003779-01 for administrative purposes.

I. The Parties agree to amend Section 2 of this Contract to add an additional SEVENTY-THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS ($73,450.00), to increase the total Contract not to exceed amount to ONE HUNDRED FORTY-SIX THOUSAND NINE HUNDRED DOLLARS ($146,900.00).

II. The Parties agree to amend Section 4 of this Contract to extend the end of the Contract term to August 31, 2017.

III. The Parties agree to amend Section 7 of this Contract by deleting the first paragraph and replace with the following:

Contractor must perform surveillance and epidemiology activities for all notifiable conditions that can be reported through the National Electronic Disease Surveillance System (NEDSS) even if the Contractor does not use NEDSS for disease reporting. The NEDSS notifiable conditions can be found in the file named, "Program Areas in NBS Rev 0814.xlsx" at the website: https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources. Contractor will assign the Epidemiologist funded by this contract to be responsible for all conditions reportable through NEDSS, or will assign certain conditions for infectious disease preparedness and outbreak response activities and investigations.

IV. The Parties agree to delete Section 7.8 of this Contract and replace it with the following:

8. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than one (1) business day after completion of interview;

V. The Parties agree to delete Section 7.10 of this Contract and replace with the following:

10. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens for the notifiable conditions that can be reported through NEDSS and/or those related to assigned outbreak investigations sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing as designated by DSHS;

VI. The Parties agree to amend Section 7, Performance Measures, number 5, of this Contract by deleting number 5 and replace with the following:

5. Assure and monitor that at least ninety percent (90%) of isolates from reported positive cases of conditions that can be reported through NEDSS for which isolates are required from hospitals and clinics within the jurisdiction and/or those related to outbreak investigations are sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;

VII. The Parties agree to amend Section 7, Performance Measures, number 7, of this Contract by deleting number 7 and replace with the following:

7. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than one (1) business day after completion of interview;

VIII. The Parties agree to amend Section 16 of this Contract to add the following:

General Provisions, ARTICLE XXI. PROGRAM OPERATIONS, Section 21.05, Contractor's Notification of Change to Certain Contract Provisions, is amended to delete this clause in its' entirety and replace with the following:

Subject to the following restrictions, without prior approval, Contractor may transfer money between budget categories and must provide the System Agency Contract Manager with prior notification of this transfer. No budget category transfer or cumulative transfers may exceed 25% of the total contract value or $100,000, whichever is less. If the budget transfer(s) exceeds $100,000, alone or cumulatively, prior written approval from the System Agency is required. If the budget transfer(s) exceeds 25% of the total contract value, alone or cumulatively, a formal contract amendment is required.

IX. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

X. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

Back

Document Information: DCPS-2017-IDCU/SUR-00013
Parent Information: DCPS-2016-IDCU/SUR-00012
Details

You are here: > Renewal Menu > Forms Menu

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION_COPY

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No.		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?

* Yes No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes * No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

* Yes No

Identify contact persons for FFATA Correspondence.

FFATA Contact Person #1	
Name	Ramon Garcia
Email	ramon.garcia@co.hidalgo.tx.us
Telephone	(956) 318-2600
FFATA Contact Person #2	
Name	Ray Eufracio CPA
Email	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone	(956) 318-2511

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification_Copy		
	Signature Page_Copy	Clark, Sandy - DCPS	7/8/2016 2:30:36 PM

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TEXAS
Department of State Health Services

PRINT VERSION ADD NOTE CHECK GLOBAL ERRORS SHOW HELP

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Document Information: DCPS-2017-IDCU/SUR-00013
Parent Information: DCPS-2016-IDCU/SUR-00012
Details

You are here: > Renewal Menu > Forms Menu > Budget Forms

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-003779-01
Proposal ID: DCPS-2017-IDCU/SUR-00013

Program ID: IDCU/SUR
Procurement ID: GST-2016-Solicitation-00019
Procurement Name: DCPS FY16 IDCU/SUR NEW CONTRACT

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$51,708	$0	$0	$51,708
Fringe Benefits	$17,022	$0	$0	$17,022
Travel	$3,943	$0	$0	$3,943
Equipment	$0	$0	$0	$0
Supplies	$777	$0	$0	$777
Contractual	$0	$0	$0	$0
Other	$0	$0	$0	$0
Total Direct Costs	$73,450	$0	$0	$73,450
Indirect Costs	$0	$0	$0	$0
Totals:	**$73,450**	**$0**	**$0**	**$73,450**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $0

Required Match Percentage: 0%

Required Match Amount: $0 Calculated Match Amount: $0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

Total Projected Non DSHS Funding: $0

Navigation Links

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Budget Summary	Clark, Sandy - DCPS 6/29/2016 3:57:48 PM	Burrell, Deserie-Contractor 7/13/2016 8:10:29 AM
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INFECTIOUS DISEASE CONTROL FY 17
Grant Application
Salary Budget
09/01/2016 - 08/31/2017
For Budget Purposes Only

INFECTIOUS DISEASE CONTROL FY 17 (program 668)

						Hourly Rate				2016	2017			Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2016 Payroll Salary	2016 Budgetd Salary With 0% COLA	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monlty Salary	FICA (7.65%	Retirement (11.25%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
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				51,500.00	**51,500.00**					**17,232.69**	**34,465.38**	**51,698.08**	**4,308.17**	**3,954.90**	**5,816.03**	**516.98**	**516.98**	**6,168.00**	**37.56**	**17,010.45**	**68,708.54**

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2 A 0% cost of living increase is budgeted from 01/01/17 to 08/31/17. (pending CC approval)
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5 Health insurance premium is $514.00 / month for 2016 ($514.00 x 12) 6,168.00
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5 County Salary Schedule ---------->

6 2016 Fringe Rates ---------->

Prepared by Mike Escaname
HCHHSD
05/13/2016

DATE: September 1, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-060-6-XXX Infectious Disease Control

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

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REASON: To appropriate the Infectious Disease Control FY 17 award allocation for the period of September 1, 2016 through August 31, 2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

AI-55568 **Health & Human Services Dept.** **11. D.**

CC - REGULAR

Meeting Date: 08/09/2016

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval for County Judge to sign sales form from CivicPlus. Form is to procure services for Health Dept. website.

BACKGROUND

Services to include TX Healthy Communities related information in the Health Dept. website.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-061-6-340

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

BUDGETARY IMPACT:

Funds available as of 07/27/16

Attachments

Legal

QUOTE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2016 10:14 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Mike Escaname		Started On: 07/25/2016 08:25 AM
Final Approval Date: 08/05/2016		

Mike Escaname

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Friday, July 22, 2016 9:22 AM
To: Mike Escaname
Cc: Victor Garza; misti.rains@hchd.org; eddie.olivarez@hchd.org
Subject: Re: Request for Review - CivicPlus Sales Form

Mike,

I have reviewed the attached sales form agreement and approve as to the form of the agreement.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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****

Subsite for **Health and Human Services**

Parent Site – Hidalgo County, TX

CivicPlus Subsite Sales Form

Organization	Hidalgo County (Health & Human Services)			URL	www.hchd.org
Street Address	1304 S. 25th Ave				
Address 2					
City	Edinburg	State	TX	Postal Code	78542
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Rigo Hinojosa (956-383-6221)				
Emergency Contact & Mobile Phone					
Emergency Contact & Mobile Phone					
Project Contact	Misti Palacios			Email	Misti.rains@hchd.org
Phone	(956) 383-6221	Ext.	7342	Fax	(956) 383-8864
Billing Contact	Mike Escaname			E-Mail	Mike.escaname@hchd.org
Phone	(956) 383-6221	Ext.	7210	Fax	(956) 383-3229
Billing Address	1304 S. 25th Ave				
Address 2					
City	Edinburg	ST	TX	Postal Code	78542
Tax ID #	74-6000717			Sales Tax Exempt #	74-6000717
Billing Terms	Annual			Account Rep	Kayla Maldonado
Info Required on Invoice (PO or Job #)					

CivicPlus • 302 South 4th St., Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

CivicPlus Project Development Services & Scope of Services for Subsite All Quotes are in US Dollars and Valid until 8/30/2016		
Project Details	**Optional**	**One Time Fee**
Design & Project Overview		
• Administration separate from parent site • Separate template from parent site • Separate design elements and color scheme from parent site, including template, banner, colors, style, and graphic elements. • Unique graphic buttons • Unique URL • Unique global navigation NOTE: Simple navigation is developed as part of the design. CivicPlus will develop recommended navigation for an additional fee. • Existing and future modules separate from parent site • Shared site search (returns results from both sites) • Up to 20 pages of content will be developed. Additional development may be purchased • Training not included • Redesign of Mobile App		**$8,000**
Virtual Training- 3 Individuals		**$900**
Total Project Development Fee		**$8,900**
First Year Annual Services Fee Server storage not to exceed 10 GB		**Included**
	Total Fees Year 1	**$8,900**

Hosting fees for your subsite are subject to the renewal terms of the original contract between CivicPlus and Hidalgo County, TX. The Total Fees for Year 1 will be invoiced upon agreement signing. Invoicing for Year 2 Annual Services begins October 1, 2017. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

2nd Year and Beyond Annual Services Fee *Subject to annual increase of 5% year 3 and beyond*	**$1,575**

Annual Services Include the Following:

Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

CivicPlus • 302 South 4th St., Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Ramon Garcia, Hidalgo County Judge	Date
CivicPlus	Date

Sign and e-mail or Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager Email: SalesCoordinators@CivicPlus.com Fax: 785-587-8951	CivicPlus Contract Manager 302 South 4th St., Suite 500 Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

AI-55567 **Health & Human Services Dept.** **11. E.**

CC - REGULAR

Meeting Date: 08/09/2016

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Immunization Branch-Locals Grant:

1. Requesting approval to accept the Immunization Branch-Locals grant contract amendment #2016-000022-02. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $674,320.00 and to extend the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the Immunization Branch-Locals grant contract and related document.
3. Requesting approval of the Certification of Revenue in the amount of $674,320.00.
4. Requesting approval of the budget appropriation in the amount of $674,320.00.
5. Requesting approval of the salary schedule.

Immunization Program Income:

1. Requesting approval of the Certification of Revenue in the amount of $100,000.00 for the Immunization program income.
2. Requesting approval of the budget appropriation in the amount of $100,000.00.

BACKGROUND

07/21/15 - AI-50441 - Acceptance of the Immunization FY 16 grant contract.
05/10/16 - AI-54368 - Acceptance of the Immunization FY 16 grant contract amendment #01.
05/10/16 - AI-54447 - Approval to submit renewal IMM application for FY 17 allocation.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-10-340-012-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Imm Grant Contract Amendment

Budget Appropriation
Sal Proj Budget Only
appropriation
funding source
COR
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2016 10:16 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Mike Escaname		Started On: 07/23/2016 10:49 AM
Final Approval Date: 08/05/2016		

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 08

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2013-041204-005 (Contract), which was effective on September 1, 2012. This Contract has been amended 7 times prior to this Amendment. The Contract as amended is denominated Contract No. 2016-000022-02.

I. The Parties agree to amend Section 2 of this Contract to increase the total amount of Contract to THREE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED DOLLARS ($3,271,600.00). The total payment to Contractor for the period from September 1, 2016 through August 31, 2017, will not exceed SIX HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS ($674,320.00).

II. The Parties agree to amend Section 4 of this Contract to extend the end of the Contract term to August 31, 2017.

III. The Parties agree to amend Section 7 of this Contract to add the following:

Contractor will inform and educate the public about vaccines and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments (located at http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985_FY2017_ContractorsGuide.pdf).

Contract will also facilitate and host coalitions meetings in its local jurisdiction to promote the awareness of the importance of immunizations and to develop strategies and methods for increasing vaccination coverage.

Contractor will appoint an immunization coalition coordinator and facilitator to lead coalition collaboration building within its local jurisdiction.

Contractor will engage and recruit community groups and immunization stakeholders in a collaboration to increase community vaccination coverage levels. When a new partner is recruited into the coalition, the contract shall establish a letter of agreement, memorandum of understanding, or other documentation to confirm the partner's intent to participate in the coalition. The letter of agreement, memorandum of understanding, or other documentation shall include provisions defining the coalition and its goals.

Contractor shall develop a planning group with the goal of establishing a sustainable mechanism for the coalition at the local level.

Contractor will develop a planning group with the goal of establishing a sustainable mechanism for the coalition at the local level.

Contractor will develop, lead, direct, and host no less than one meeting per quarter with immunization stakeholders and community partners within the contractor's local jurisdiction during the contract term.

Contractor will attend all Texas Immunization Stakeholder Working Group meetings held throughout the contract term.

Contractor will attend and participate in required coalition development and capacity building trainings sponsored by DSHS.
For Contracts of $100,000 or more, Contractors should monitor expenditures to ensure that cumulative

budget transfers among direct cost categories, with the exception of the Equipment category, do not exceed 25% of the Contract total budget. Transfers to or from the Equipment category require prior approval from DSHS unless the transfers are done in accordance with the guidelines in the CFPM. Costs that result in cumulative budget transfers among direct cost categories that exceed 25% of the total Contract budget are subject to being disallowed unless prior approval is obtained from DSHS.

Contractors are not required to obtain approval from DSHS for cumulative budget transfers that exceed 25% among direct cost categories, other than the equipment category, for Program Attachments of less than $100,000, provided that the total budget amount is unchanged.

Contractor will send at least one representative to Immunization Branch mandatory meetings held in Austin, including the

1) Immunization Branch local health department held in the fall of every year and the

2) TVFC Annual Training held in January/February of every year. Additional mandatory meetings may be required during the contract term.

Contractor will submit out of state travel requests to the Immunization Branch for approval when utilizing contract funds or program income.

Contractor will report on the identified immunization stakeholders and community partners showing a commitment to collaborate with the contractor to increase vaccination coverage rates.
Contractor will provide signed letters of agreements and other documentation of commitment by August 31, 2017.
Contractor will receive technical assistance, including specialized training and support, provided by DSHS.
Contractor will participate in one on-site technical assistance visit to be scheduled during the contract period.
Contractor will participate in monthly calls to provide updates on coalition collaboration activities and receive updated information from DSHS.

IV. The Parties agree to amend Section 7 of this Contract to revise the following:

Contractor will be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by the ImmTrac Group at DSHS. Lists are distributed through ImmTrac at the start of each quarterly reporting period.

Contractor will be responsible for conducting outreach to 17-year-olds included on the lists distributed to the Contractor by the ImmTrac Group at DSHS to explain the lifetime registry and obtain their consent to remain in ImmTrac as an adult. Lists are distributed on October 1st; December 1st; February 1st; April 1st; June 1st; and August 1st.

Contractor will be responsible for conducting outreach to existing ImmTrac providers that have not logged in into ImmTrac in the last 90 days. Lists are distributed on September 1st; November 1st; January 1st; March 1st; May 1st; and July 1st.

Contractor will review monthly contract funding expenditures and salary savings from any contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term.

Contractor will perform activities in support of the Immunization Cooperative Agreement, HCR Immunization and Vaccines for Children Program, from the Centers for Disease Control and Prevention. CFDA # 93.268

V. The Parties agree to amend Section 15 of this Contract to add the following:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly Report	Quarterly	09/01/2016	11/30/2016	12/31/2016
LHD ILA Quarterly Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
LHD ILA Quarterly Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
LHD ILA Quarterly Report	Quarterly	06/01/2017	08/31/2017	09/30/2017
Financial Status Report	Quarterly	09/01/2016	11/30/2016	12/31/2016
Financial Status Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report	Quarterly	06/01/2017	08/31/2017	09/30/2017

VI. The parties agree to amend Section 16 of this Contract to add the following:

General Provisions, ARTICLE II. Compliance and Reporting, Section 2.06, Applicable Laws and Regulations Regarding Funding Sources, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx,us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

VII. Exhibit A, Work Plan of the Contract is replaced for the period beginning on September 1, 2016, with the attached Exhibit A-1, Work Plan.

VIII. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

IX. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

AMENDMENT #: 08

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

TEXAS Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio CPA
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page		Kirkpatrick, Tray - DCPS 7/8/2016 1:56:56 PM	Kirkpatrick, Tray - DCPS 7/8/2016 1:58:04 PM
	Exhibit		Kirkpatrick, Tray - DCPS 7/8/2016 2:00:48 PM	

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TEXAS Department of State Health Services

Page Information

The information has been saved.

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Document Information: DCPS-2017-IMM/LOCALS-00032

Parent Information: DCPS-2016-IMM/LOCALS-00017

Details

You are here: > Renewal Menu > Forms Menu > Budget Forms

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-000022-02
Proposal ID: DCPS-2017-IMM/LOCALS-00032

Program ID: IMM/LOCALS
Procurement ID: GST-2012-Solicitation-00022
Procurement Name: DCPS "GOLIVE" IMMUNIZATION LOCALS PROPOSAL

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$470,970		$0	$470,970
Fringe Benefits	$178,027		$0	$178,027
Travel	$0		$0	$0
Equipment	$0		$0	$0
Supplies	$323		$0	$323
Contractual	$0		$0	$0
Other	$25,000		$0	$25,000
Total Direct Costs	$674,320	$0	$0	$674,320
Indirect Costs	$0		$0	$0
Totals:	**$674,320**	**$0**	**$0**	**$674,320**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $0

Required Match Percentage: 0%

Required Match Amount: $0

Calculated Match Amount: $0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $100,000

Source of Earnings

Personnel: $35,000
Fringe: $12,245
Travel: $6,000
Supplies: $20,755
Other: $26,000

91 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

Total Projected Non DSHS Funding: $0

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Budget Summary		Kirkpatrick, Tray - DCPS 6/23/2016 9:33:53 AM	Kirkpatrick, Tray - Contractor 7/9/2016 8:56:18 AM
	Personnel Category Detail		Kirkpatrick, Tray - DCPS 7/8/2016 2:22:03 PM	Kirkpatrick, Tray - Contractor 7/9/2016 8:48:31 AM
	Travel Category Detail			
	Equipment Category Detail			
	Supplies Category Detail		Kirkpatrick, Tray - Contractor 7/9/2016 8:49:48 AM	
	Contractual Category Detail			
	Other Category Detail		Kirkpatrick, Tray - Contractor 7/9/2016 8:53:56 AM	
	Indirect Costs Category Detail			

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DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-012-6-XXX Immunization Branch - Locals

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-012-6-113	IMM DIV Local - Reg F/T Employees	$ 470,970.00
Fringes		
6-1293-441-10-340-012-6-211	IMM DIV Local - Health Insurance	$ 81,263.00
6-1293-441-10-340-012-6-212	IMM DIV Local - Life Insurance	$ 495.00
6-1293-441-10-340-012-6-220	IMM DIV Local - FICA	$ 36,030.00
6-1293-441-10-340-012-6-230	IMM DIV Local - Retirement	$ 52,985.00
6-1293-441-10-340-012-6-250	IMM DIV Local - Unemployment Comp	$ 2,826.00
6-1293-441-10-340-012-6-260	IMM DIV Local - Workers Comp	$ 4,428.00
Equipment		
		$ -
Supplies		
6-1293-441-10-340-012-6-610	IMM DIV Local - General Supplies	$ 323.00
Other		
6-1293-441-10-340-012-6-540	IMM DIV Local - Advertising	$ 20,000.00
6-1293-441-10-340-012-6-550	IMM DIV Local - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 674,320.00
6-1293-331-12-340-012-6-000	IMM DIV Local - Revenue	$ 674,320.00
	TOTAL APPROPRIATION	$ 674,320.00

REASON: To appropriate the Immunization Branch - Locals FY 17 grant award allocation for the period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-012-6-XXX Immunization Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-012-6-113	IMM DIV Local - Reg F/T Employees	$ 35,000.00
Fringes		
6-1293-441-10-340-012-6-211	IMM DIV Local - Health Insurance	$ 5,059.00
6-1293-441-10-340-012-6-212	IMM DIV Local - Life Insurance	$ 31.00
6-1293-441-10-340-012-6-220	IMM DIV Local - FICA	$ 2,678.00
6-1293-441-10-340-012-6-230	IMM DIV Local - Retirement	$ 3,938.00
6-1293-441-10-340-012-6-250	IMM DIV Local - Unemployment Comp	$ 210.00
6-1293-441-10-340-012-6-260	IMM DIV Local - Workers Comp	$ 329.00
Travel		
6-1293-441-10-340-012-6-581	IMM DIV Local - Travel - In-County	$ 3,000.00
6-1293-441-10-340-012-6-583	IMM DIV Local - Travel Out-of-County	$ 3,000.00
Supplies		
6-1293-441-10-340-012-6-610	IMM DIV Local - General Supplies	$ 15,755.00
6-1293-441-10-340-012-6-660	IMM DIV Local - Furnishings & Equipment	$ 5,000.00
Other		
6-1293-441-10-340-012-6-540	IMM DIV Local - Advertising	$ 16,000.00
6-1293-441-10-340-012-6-584	IMM DIV Local - Registration	$ 5,000.00
6-1293-441-10-340-012-6-550	IMM DIV Local - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 100,000.00
6-1293-345-40-340-012-6-000	IMM DIV Local - Program Income Revenue	$ 100,000.00
	TOTAL APPROPRIATION	$ 100,000.00

REASON: To appropriate the program income funds projected for the Immunization Branch - Locals program FY 17 grant period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

IMMUNIZATION FY 17
Grant Application
Salary Budget
09/01/2016 - 08/31/2017
For Budget Purposes Only

IMMUNI: $674,320.00

										Hourly Rate				2016	2017				Fringes				Insurance			
Slot #	Position Title	2016 Actual Salary	2017 Budgetd Salary With 0% COLA	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (IMM Progam) (current)	Salary (IMM Progam) (With 0% COLA)	% of Other Sources Funding	% of IMM Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monlty Salary	IMM Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	Texas Vaccines for Children Educator	45,920.00	45,920.00	-	-	45,920.00	45,920.00	-	1.00	22.0769	22.0769	696	1,392	15,365.54	30,731.08	46,096.62	3,841.38	46,096.62	3,526.39	5,185.87	276.58	433.31	6,168.00	37.56	15,627.71	61,724.33
G002	TVFC Assistant Program Manager	42,519.00	42,519.00	2,979.00	-	39,540.00	39,540.00	0.07	0.93	20.4418	20.4418	696	1,392	14,227.51	28,455.02	42,682.53	3,556.88	39,694.76	3,036.65	4,465.66	238.17	373.13	5,736.24	34.93	13,884.78	53,579.54
0003	Outreach Specialist II	30,964.00	30,964.00	-	-	30,964.00	30,964.00	-	1.00	14.8865	14.8865	696	1,392	10,361.03	20,722.06	31,083.09	2,590.26	31,083.09	2,377.86	3,496.85	186.50	292.18	6,168.00	37.56	12,558.94	43,642.03
0004	Outreach Specialist II	31,140.00	31,140.00	-	-	31,140.00	31,140.00	-	1.00	14.9712	14.9712	696	1,392	10,419.92	20,839.85	31,259.77	2,604.98	31,259.77	2,391.37	3,516.72	187.56	293.84	6,168.00	37.56	12,595.06	43,854.83
0005	Outreach Specialist II	31,140.00	31,140.00	-	-	31,140.00	31,140.00	-	1.00	14.9712	14.9712	696	1,392	10,419.92	20,839.85	31,259.77	2,604.98	31,259.77	2,391.37	3,516.72	187.56	293.84	6,168.00	37.56	12,595.06	43,854.83
G006	Licensed Vocational Nurse II	46,139.00	46,139.00	1,498.00	14,707.00	29,934.00	29,934.00	0.35	0.65	22.1822	22.1822	696	1,392	15,438.82	30,877.64	46,316.46	3,859.70	30,105.70	2,303.09	3,386.89	180.63	282.99	4,009.20	24.41	10,187.22	40,292.92
G008	Licensed Vocational Nurse II	46,139.00	46,139.00	1,498.00	14,707.00	29,934.00	29,934.00	0.35	0.65	22.1822	22.1822	696	1,392	15,438.82	30,877.64	46,316.46	3,859.70	30,105.70	2,303.09	3,386.89	180.63	282.99	4,009.20	24.41	10,187.22	40,292.92
G010	Community Service Aide	30,963.00	30,963.00	-	1,969.00	28,994.00	28,994.00	0.06	0.94	14.8861	14.8861	696	1,392	10,360.70	20,721.39	31,082.09	2,590.17	29,217.16	2,235.11	3,286.93	175.30	274.64	5,797.92	35.31	11,805.22	41,022.38
G011	Community Service Aide	30,963.00	30,963.00	-	1,994.00	28,969.00	28,969.00	0.06	0.94	14.8861	14.8861	696	1,392	10,360.70	20,721.39	31,082.09	2,590.17	29,217.16	2,235.11	3,286.93	175.30	274.64	5,797.92	35.31	11,805.22	41,022.38
G012	Community Service Aide	28,937.00	28,937.00	1,089.00	752.00	27,096.00	27,096.00	0.06	0.94	13.9120	13.9120	696	1,392	9,682.77	19,365.53	29,048.30	2,420.69	27,305.40	2,088.86	3,071.86	163.83	256.67	5,797.92	35.31	11,414.45	38,719.85
G013	Community Service Aide	30,963.00	30,963.00	1,166.00	803.00	28,994.00	28,994.00	0.06	0.94	14.8861	14.8861	696	1,392	10,360.70	20,721.39	31,082.09	2,590.17	29,217.16	2,235.11	3,286.93	175.30	274.64	5,797.92	35.31	11,805.22	41,022.38
0014	Licensed Vocational Nurse II	46,140.00	46,140.00	-	-	46,140.00	46,140.00	-	1.00	22.1827	22.1827	696	1,392	15,439.15	30,878.31	46,317.46	3,859.79	46,317.46	3,543.29	5,210.71	277.90	435.38	6,168.00	37.56	15,672.85	61,990.31
0015	Outreach Specialist II	31,140.00	31,140.00	-	-	31,140.00	31,140.00	-	1.00	14.9712	14.9712	696	1,392	10,419.92	20,839.85	31,259.77	2,604.98	31,259.77	2,391.37	3,516.72	187.56	293.84	6,168.00	37.56	12,595.06	43,854.83
0016	Community Service Aide	30,964.00	30,964.00	-	-	30,964.00	30,964.00	-	1.00	14.8865	14.8865	696	1,392	10,361.03	20,722.06	31,083.09	2,590.26	31,083.09	2,377.86	3,496.85	186.50	292.18	6,168.00	37.56	12,558.94	43,642.03
0017	Licensed Vocational Nurse II	42,518.00	42,518.00	-	-	42,518.00	42,518.00	-	0.18	20.4413	20.4413	696	1,392	14,227.18	28,454.35	42,681.53	3,556.79	7,682.68	587.73	864.30	46.10	72.22	1,110.24	6.76	2,687.34	10,370.02
		589,068.00	**589,068.00**	**9,728.00**	**46,019.00**	**533,321.00**	**533,321.00**							**197,111.22**	**394,222.43**	**591,333.65**		**470,905.29**	**36,024.25**	**52,976.85**	**2,825.43**	**4,426.51**	**81,232.56**	**494.67**	**177,980.27**	**648,885.56**

Notes:

1 This schedule was prepared on 05/04/2016
2 A 0% cost of living increase is budgeted from 01/01/17 to 08/31/17. (pending CC approval)
3 2016 fringe benefit rates approved by CC on 12/21/15 are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 17.
5 The Health Insurance is $6,168.00 per year, per employee; ($514.00 x 12 months = $6,168.00)
6 Life Insurance is $37.56 per year, per employee.
7 County Salary Schedule ---------->

Program Income Y-T-D for FY 16		Budget / Projected	100,000.00
Sept to Dec 2015	33,417.27		
Jan to April 2016	45,109.84		
	78,527.11	(8 months)	
	9,782.14	per month	

Prepared by HCHHSD
05/12/2016

	x
	12 months
	117,385.68

(Positions / Slots covered by In Part By Program Income Budget)

										Hourly Rate				2016	2017				Fringes					Insurance			
Slot #	Position Title	2016 Payroll Salary	2016 Budgetd Salary With 0% COLA	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (IMM Progam) (current)	Salary (IMM Progam) (With 0% COLA)	% of Other Sources Funding	% of IMM Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monthy Salary	IMM Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0017	Licensed Vocational Nurse II	42,518.00	42,518.00	-	-	42,518.00	42,518.00	-	0.82	20.4413	20.4413	696	1,392	14,227.18	28,454.35	42,681.53	3,556.79	34,998.86	2,677.41	3,937.37	209.99	328.99	5,057.76	30.80	12,242.33	47,241.19
		42,518.00	**42,518.00**	**-**	**-**	**42,518.00**								**14,227.18**	**28,454.35**	**42,681.53**	**3,556.79**	**34,998.86**	**2,677.41**	**3,937.37**	**209.99**	**328.99**	**5,057.76**	**30.80**	**12,242.33**	**47,241.19**

Total Salaries / Fringes for FY 17			**696,126.75**
Grant Award for FY 16		649,320.00	
Special Funding		25,000.00	
Projected Program Income FY 17		100,000.00	
Total Funding For FY 17		**774,320.00**	
		696,126.75	
Special Funding		25,000.00	
Available for Operating Costs.		**53,193.25**	

DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-012-6-XXX Immunization Branch - Locals

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-012-6-113	IMM DIV Local - Reg F/T Employees	$ 470,970.00
Fringes		
6-1293-441-10-340-012-6-211	IMM DIV Local - Health Insurance	$ 81,263.00
6-1293-441-10-340-012-6-212	IMM DIV Local - Life Insurance	$ 495.00
6-1293-441-10-340-012-6-220	IMM DIV Local - FICA	$ 36,030.00
6-1293-441-10-340-012-6-230	IMM DIV Local - Retirement	$ 52,985.00
6-1293-441-10-340-012-6-250	IMM DIV Local - Unemployment Comp	$ 2,826.00
6-1293-441-10-340-012-6-260	IMM DIV Local - Workers Comp	$ 4,428.00
Equipment		
		$ -
Supplies		
6-1293-441-10-340-012-6-610	IMM DIV Local - General Supplies	$ 323.00
Other		
6-1293-441-10-340-012-6-540	IMM DIV Local - Advertising	$ 20,000.00
6-1293-441-10-340-012-6-550	IMM DIV Local - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 674,320.00
6-1293-331-12-340-012-6-000	IMM DIV Local - Revenue	$ 313,904.00
6-1293-334-10-340-012-6-000	IMM DIV Local - Revenue	$ 360,416.00
	TOTAL APPROPRIATION	$ 674,320.00

REASON: To appropriate the Immunization Branch - Locals FY 17 grant award allocation for the period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-012-6-XXX Immunization Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-012-6-113	IMM DIV Local - Reg F/T Employees	$ 35,000.00
Fringes		
6-1293-441-10-340-012-6-211	IMM DIV Local - Health Insurance	$ 5,059.00
6-1293-441-10-340-012-6-212	IMM DIV Local - Life Insurance	$ 31.00
6-1293-441-10-340-012-6-220	IMM DIV Local - FICA	$ 2,678.00
6-1293-441-10-340-012-6-230	IMM DIV Local - Retirement	$ 3,938.00
6-1293-441-10-340-012-6-250	IMM DIV Local - Unemployment Comp	$ 210.00
6-1293-441-10-340-012-6-260	IMM DIV Local - Workers Comp	$ 329.00
Travel		
6-1293-441-10-340-012-6-581	IMM DIV Local - Travel - In-County	$ 3,000.00
6-1293-441-10-340-012-6-583	IMM DIV Local - Travel Out-of-County	$ 3,000.00
Supplies		
6-1293-441-10-340-012-6-610	IMM DIV Local - General Supplies	$ 15,755.00
6-1293-441-10-340-012-6-660	IMM DIV Local - Furnishings & Equipment	$ 5,000.00
Other		
6-1293-441-10-340-012-6-540	IMM DIV Local - Advertising	$ 16,000.00
6-1293-441-10-340-012-6-584	IMM DIV Local - Registration	$ 5,000.00
6-1293-441-10-340-012-6-550	IMM DIV Local - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 100,000.00
6-1293-345-40-340-012-6-000	IMM DIV Local - Program Income Revenue	$ 100,000.00
	TOTAL APPROPRIATION	$ 100,000.00

REASON: To appropriate the program income funds projected for the Immunization Branch - Locals program FY 17 grant period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

Mike Escaname

From: Kirkpatrick,Tray (DSHS) <Tray.Kirkpatrick@dshs.state.tx.us>
Sent: Monday, August 08, 2016 2:23 PM
To: Mike Escaname
Cc: deborah.fischer@auditor.co.hidalgo.tx.us; minerva.diaz@auditor.co.hidalgo.tx.us
Subject: RE: Request for Funding Source - Immunization Branch Locals, - Hidalgo County

Mike,

I have plugged in the info. you have requested.

FY 16

Award Amount	Federal Amount	CFDA #	State Amount, if any
$649,320.00	$288,904.00	93.268	$360,416.00

FY 17

Award Amount	Federal Amount	CFDA #	State Amount, if any
$674,320.00	$313,904.00	93.268	$360,416.00

Tray Kirkpatrick, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
Texas Department of State Health Services
P.O. Box 149347
Austin, TX 78714-Mail Code 1990

Phone: 512-776-3448
Fax: 512-776-7391

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Monday, August 08, 2016 1:33 PM
To: Kirkpatrick,Tray (DSHS) <Tray.Kirkpatrick@dshs.state.tx.us>
Cc: deborah.fischer@auditor.co.hidalgo.tx.us; minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request for Funding Source - Immunization Branch Locals, - Hidalgo County

Hello Tray:

We're our processing our Immunization FY 17 Amendment (#2016-000022-02) through our Commissioner's Court and the following question has come up:

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 5, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $100,000.00 to be generated by the Hidalgo County Health & Human Services Department for Immunization Branch-locals FY16 Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINOLETERRY, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

AI-55567

Health & Human Services
Dept. 19. E.

CC - REGULAR

Meeting Date:	08/09/2016
Submitted For:	Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Immunization Branch-Locals Grant:

1. Requesting approval to accept the Immunization Branch-Locals grant contract amendment #2016-000022-02. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $674,320.00 and to extend the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the Immunization Branch-Locals grant contract and related document.
3. Requesting approval of the Certification of Revenue in the amount of $674,320.00.
4. Requesting approval of the budget appropriation in the amount of $674,320.00.
5. Requesting approval of the salary schedule.

Immunization Program Income:

1. Requesting approval of the Certification of Revenue in the amount of $100,000.00 for the Immunization program income.
2. Requesting approval of the budget appropriation in the amount of $100,000.00.

BACKGROUND

07/21/15 - AI-50441 - Acceptance of the Immunization FY 16 grant contract.
05/10/16 - AI-54368 - Acceptance of the Immunization FY 16 grant contract amendment #01.
05/10/16 - AI-54447 - Approval to submit renewal IMM application for FY 17 allocation.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-10-340-012-6-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
No local match required.

Attachments
Imm Grant Contract Amendment
Budget Appropriation
Sal Proj Budget Only

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2016 10:16 AM
Final Approval		
Form Started By: Mike Escaname		Started On: 07/23/2016 10:49 AM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Saturday, July 23, 2016 11:44 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $674,320.00 - IMM Branch Locals & $100,000.00 IMM Program Income
Attachments: AI-55567 Acceptance of IMM FY 17 Grant Contract Amendment 080916.pdf; 2016-000022-02 Immunization FY 17.pdf

Minerva,

We will present AI-55567 to CC on 08/09/16. I'd appreciate if you can arrange for a Certification of Revenue in the amount of $674,320.00 for the Immunization grant award and $100,000.00 for the projected program income.

Let me know if you have any questions.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-012-6-XXX Immunization Branch - Locals

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-012-6-113	IMM DIV Local - Reg F/T Employees	$ 470,970.00
Fringes		
6-1293-441-10-340-012-6-211	IMM DIV Local - Health Insurance	$ 81,263.00
6-1293-441-10-340-012-6-212	IMM DIV Local - Life Insurance	$ 495.00
6-1293-441-10-340-012-6-220	IMM DIV Local - FICA	$ 36,030.00
6-1293-441-10-340-012-6-230	IMM DIV Local - Retirement	$ 52,985.00
6-1293-441-10-340-012-6-250	IMM DIV Local - Unemployment Comp	$ 2,826.00
6-1293-441-10-340-012-6-260	IMM DIV Local - Workers Comp	$ 4,428.00
Equipment		
		$ -
Supplies		
6-1293-441-10-340-012-6-610	IMM DIV Local - General Supplies	$ 323.00
Other		
6-1293-441-10-340-012-6-540	IMM DIV Local - Advertising	$ 20,000.00
6-1293-441-10-340-012-6-550	IMM DIV Local - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 674,320.00
6-1293-331-12-340-012-6-000	IMM DIV Local - Revenue	$ 674,320.00
	TOTAL APPROPRIATION	$ 674,320.00

REASON: To appropriate the Immunization Branch - Locals FY 17 grant award allocation for the period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-012-6-XXX Immunization Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-012-6-113	IMM DIV Local - Reg F/T Employees	$ 35,000.00
Fringes		
6-1293-441-10-340-012-6-211	IMM DIV Local - Health Insurance	$ 5,059.00
6-1293-441-10-340-012-6-212	IMM DIV Local - Life Insurance	$ 31.00
6-1293-441-10-340-012-6-220	IMM DIV Local - FICA	$ 2,678.00
6-1293-441-10-340-012-6-230	IMM DIV Local - Retirement	$ 3,938.00
6-1293-441-10-340-012-6-250	IMM DIV Local - Unemployment Comp	$ 210.00
6-1293-441-10-340-012-6-260	IMM DIV Local - Workers Comp	$ 329.00
Travel		
6-1293-441-10-340-012-6-581	IMM DIV Local - Travel - In-County	$ 3,000.00
6-1293-441-10-340-012-6-583	IMM DIV Local - Travel Out-of-County	$ 3,000.00
Supplies		
6-1293-441-10-340-012-6-610	IMM DIV Local - General Supplies	$ 15,755.00
6-1293-441-10-340-012-6-660	IMM DIV Local - Furnishings & Equipment	$ 5,000.00
Other		
6-1293-441-10-340-012-6-540	IMM DIV Local - Advertising	$ 16,000.00
6-1293-441-10-340-012-6-584	IMM DIV Local - Registration	$ 5,000.00
6-1293-441-10-340-012-6-550	IMM DIV Local - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 100,000.00
6-1293-345-40-340-012-6-000	IMM DIV Local - Program Income Revenue	$ 100,000.00
	TOTAL APPROPRIATION	$ 100,000.00

REASON: To appropriate the program income funds projected for the Immunization Branch - Locals program FY 17 grant period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

IMMUNIZATION FY 17
Grant Application
Salary Budget
09/01/2016 - 08/31/2017
For Budget Purposes Only

IMM/IPIX: $674,328.00

										Hourly Rate				2016	2017				Fringes				Insurance			
Slot #	Position Title	2016 Actual Salary	2017 Budgeted Salary With 0% COLA	Actual Salary (Prog 065)	Actual Salary (General Fund)	Actual Salary (IMM Progam) (current)	Salary (IMM Progam) (With 0% COLA)	% of Other Sources Funding	% of IMM Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monthly Salary	IMM Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.84%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	Texas Vaccines for Children Educator	45,920.00	45,920.00	-	-	45,920.00	45,920.00	-	1.00	22.0769	22.0769	696	1,392	15,365.54	30,731.08	46,096.62	3,841.38	46,096.62	3,526.39	5,185.87	276.58	433.31	6,168.00	37.56	[illegible]	[illegible]
0002	TVFC Assistant Program Manager	42,519.00	42,519.00	2,979.00	-	39,540.00	39,540.00	0.07	0.93	20.4418	20.4418	696	1,392	14,227.51	28,455.02	42,682.53	3,556.88	39,694.76	3,036.65	4,465.66	238.17	373.13	5,736.24	34.93	12,884.78	52,579.54
0003	Outreach Specialist II	30,964.00	30,964.00	-	-	30,964.00	30,964.00	-	1.00	14.8865	14.8865	696	1,392	10,361.03	20,722.06	31,083.09	2,590.26	31,083.09	2,377.86	3,496.85	186.50	292.18	6,168.00	37.56	12,558.94	43,642.03
0004	Outreach Specialist II	31,140.00	31,140.00	-	-	31,140.00	31,140.00	-	1.00	14.9712	14.9712	696	1,392	10,419.92	20,839.85	31,259.77	2,604.98	31,259.77	2,391.37	3,516.72	187.56	293.84	6,168.00	37.56	12,595.06	43,854.83
0005	Outreach Specialist II	31,140.00	31,140.00	-	-	31,140.00	31,140.00	-	1.00	14.9712	14.9712	696	1,392	10,419.92	20,839.85	31,259.77	2,604.98	31,259.77	2,391.37	3,516.72	187.56	293.84	6,168.00	37.56	12,595.06	43,854.83
0006	Licensed Vocational Nurse II	46,139.00	46,139.00	1,488.00	14,707.00	29,934.00	29,934.00	0.35	0.65	22.1822	22.1822	696	1,392	15,438.82	30,877.64	46,316.46	3,859.70	30,105.70	2,303.09	3,386.69	180.63	282.99	4,009.20	24.41	10,187.22	40,292.92
0008	Licensed Vocational Nurse II	46,139.00	46,139.00	1,488.00	14,707.00	29,934.00	29,934.00	0.35	0.65	22.1822	22.1822	696	1,392	15,438.82	30,877.64	46,316.46	3,859.70	30,105.70	2,303.09	3,386.69	180.63	282.99	4,009.20	24.41	10,187.22	40,292.92
0010	Community Service Aide	30,963.00	30,963.00	-	1,969.00	28,994.00	28,994.00	0.06	0.94	14.8861	14.8861	696	1,392	10,360.70	20,721.39	31,082.09	2,590.17	29,217.16	2,235.11	3,286.93	175.30	274.64	5,797.92	35.31	11,805.22	41,022.38
0011	Community Service Aide	30,963.00	30,963.00	-	1,994.00	28,969.00	28,969.00	0.06	0.94	14.8861	14.8861	696	1,392	10,360.70	20,721.39	31,082.09	2,590.17	29,217.16	2,235.11	3,286.93	175.30	274.64	5,797.92	35.31	11,805.22	41,022.38
0012	Community Service Aide	28,937.00	28,937.00	1,089.00	752.00	27,096.00	27,096.00	0.06	0.94	13.9129	13.9129	696	1,392	9,682.77	19,365.53	29,048.30	2,420.69	27,305.40	2,088.86	3,071.86	163.83	256.67	5,797.92	35.31	11,414.45	38,719.85
0013	Community Service Aide	30,963.00	30,963.00	1,166.00	803.00	28,994.00	28,994.00	0.06	0.94	14.8861	14.8861	696	1,392	10,360.70	20,721.39	31,082.09	2,590.17	29,217.16	2,235.11	3,286.93	175.30	274.64	5,797.92	35.31	11,805.22	41,022.38
0014	Licensed Vocational Nurse II	46,140.00	46,140.00	-	-	46,140.00	46,140.00	-	1.00	22.1827	22.1827	696	1,392	15,439.15	30,878.31	46,317.46	3,859.79	46,317.46	3,543.29	5,210.71	277.90	435.38	6,168.00	37.56	15,672.85	61,990.31
0015	Outreach Specialist II	31,140.00	31,140.00	-	-	31,140.00	31,140.00	-	1.00	14.9712	14.9712	696	1,392	10,419.92	20,839.85	31,259.77	2,604.98	31,259.77	2,391.37	3,516.72	187.56	293.84	6,168.00	37.56	12,595.06	43,854.83
0016	Community Service Aide	30,964.00	30,964.00	-	-	30,964.00	30,964.00	-	1.00	14.8865	14.8865	696	1,392	10,361.03	20,722.06	31,083.09	2,590.26	31,083.09	2,377.86	3,496.85	186.50	292.18	6,168.00	37.56	12,558.94	43,642.03
0017	Licensed Vocational Nurse II	42,518.00	42,518.00	-	-	42,518.00	42,518.00	-	0.18	20.4413	20.4413	696	1,392	14,227.18	28,454.35	42,681.53	3,556.79	7,682.68	587.73	864.30	46.10	72.22	1,110.24	6.76	2,687.34	10,370.02
		589,068.00	589,068.00	9,728.00	46,019.00	533,321.00	533,321.00							197,111.22	394,222.43	591,333.65		470,905.29	36,024.23	52,976.85	2,823.43	4,426.51	81,232.56	494.67	177,980.27	648,885.56

Notes:

1 This schedule was prepared on 05/04/2016
2 A 0% cost of living increase is budgeted from 01/01/17 to 08/31/17. (pending CC approval)
3 2016 fringe benefit rates approved by CC on 12/21/15 are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 17.
5 The Health Insurance is $6,168.00 per year, per employee; ($514.00 x 12 months = $6,168.00)
6 Life Insurance is $37.56 per year, per employee.
7 County Salary Schedule ----------->

Program Income Y-T-D for FY 16 — Budget / Projected 100,000.00
Sept to Dec 2015 33,417.27
Jan to April 2016 45,109.84
78,527.11 (8 months)
9,782.14 per month

Prepared by HCHHSD
05/12/2016

x
12 months
117,385.68

(Positions / Slots covered by In Part By Program Income Budget)

										Hourly Rate				2016	2017				Fringes				Insurance			
Slot #	Position Title	2016 Payroll Salary	2016 Budgeted Salary With 0% COLA	Actual Salary (Prog 085)	Actual Salary (General Fund)	Actual Salary (IMM Progam) (current)	Salary (IMM Progam) (With 0% COLA)	% of Other Sources Funding	% of IMM Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monthy Salary	IMM Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.54%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0017	Licensed Vocational Nurse II	42,518.00	42,518.00	-	-	42,518.00	42,518.00	-	0.82	20.4413	20.4413	696	1,392	14,227.18	28,454.35	42,681.53	3,556.79	34,998.86	2,677.41	3,937.37	209.99	328.99	5,057.76	30.80	12,242.33	47,241.19
		42,518.00	42,518.00	-	-	42,518.00								14,227.18	28,454.35	42,681.53	3,556.79	34,998.86	2,677.41	3,937.37	209.99	328.99	5,057.76	30.80	12,242.33	47,241.19

Total Salaries / Fringes for FY 17		696,126.75
Grant Award for FY 16	649,320.00	
Special Funding	25,000.00	
Projected Program Income FY 17	100,000.00	
Total Funding For FY 17	774,320.00	
	696,126.75	
Special Funding	25,000.00	
Available for Operating Costs	53,193.25	

Prepared by HCNHSD
05/12/2016

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 08

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2013-041204-005 (Contract), which was effective on September 1, 2012. This Contract has been amended 7 times prior to this Amendment. The Contract as amended is denominated Contract No. 2016-000022-02.

I. The Parties agree to amend Section 2 of this Contract to increase the total amount of Contract to THREE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED DOLLARS ($3,271,600.00). The total payment to Contractor for the period from September 1, 2016 through August 31, 2017, will not exceed SIX HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS ($674,320.00).

II. The Parties agree to amend Section 4 of this Contract to extend the end of the Contract term to August 31, 2017.

III. The Parties agree to amend Section 7 of this Contract to add the following:

Contractor will inform and educate the public about vaccines and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments (located at http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985_FY2017_ContractorsGuide.pdf).

Contract will also facilitate and host coalitions meetings in its local jurisdiction to promote the awareness of the importance of immunizations and to develop strategies and methods for increasing vaccination coverage.

Contractor will appoint an immunization coalition coordinator and facilitator to lead coalition collaboration building within its local jurisdiction.

Contractor will engage and recruit community groups and immunization stakeholders in a collaboration to increase community vaccination coverage levels. When a new partner is recruited into the coalition, the contract shall establish a letter of agreement, memorandum of understanding, or other documentation to confirm the partner's intent to participate in the coalition. The letter of agreement, memorandum of understanding, or other documentation shall include provisions defining the coalition and its goals.

Contractor shall develop a planning group with the goal of establishing a sustainable mechanism for the coalition at the local level.

Contractor will develop a planning group with the goal of establishing a sustainable mechanism for the coalition at the local level.

Contractor will develop, lead, direct, and host no less than one meeting per quarter with immunization stakeholders and community partners within the contractor's local jurisdiction during the contract term.

Contractor will attend all Texas Immunization Stakeholder Working Group meetings held throughout the contract term.

Contractor will attend and participate in required coalition development and capacity building trainings sponsored by DSHS.
For Contracts of $100,000 or more, Contractors should monitor expenditures to ensure that cumulative

budget transfers among direct cost categories, with the exception of the Equipment category, do not exceed 25% of the Contract total budget. Transfers to or from the Equipment category require prior approval from DSHS unless the transfers are done in accordance with the guidelines in the CFPM. Costs that result in cumulative budget transfers among direct cost categories that exceed 25% of the total Contract budget are subject to being disallowed unless prior approval is obtained from DSHS.

Contractors are not required to obtain approval from DSHS for cumulative budget transfers that exceed 25% among direct cost categories, other than the equipment category, for Program Attachments of less than $100,000, provided that the total budget amount is unchanged.

Contractor will send at least one representative to Immunization Branch mandatory meetings held in Austin, including the

1) Immunization Branch local health department held in the fall of every year and the

2) TVFC Annual Training held in January/February of every year. Additional mandatory meetings may be required during the contract term.

Contractor will submit out of state travel requests to the Immunization Branch for approval when utilizing contract funds or program income.

Contractor will report on the identified immunization stakeholders and community partners showing a commitment to collaborate with the contractor to increase vaccination coverage rates.
Contractor will provide signed letters of agreements and other documentation of commitment by August 31, 2017.
Contractor will receive technical assistance, including specialized training and support, provided by DSHS.
Contractor will participate in one on-site technical assistance visit to be scheduled during the contract period.
Contractor will participate in monthly calls to provide updates on coalition collaboration activities and receive updated information from DSHS.

IV. The Parties agree to amend Section 7 of this Contract to revise the following:

Contractor will be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by the ImmTrac Group at DSHS. Lists are distributed through ImmTrac at the start of each quarterly reporting period.

Contractor will be responsible for conducting outreach to 17-year-olds included on the lists distributed to the Contractor by the ImmTrac Group at DSHS to explain the lifetime registry and obtain their consent to remain in ImmTrac as an adult. Lists are distributed on October 1st; December 1st; February 1st; April 1st; June 1st; and August 1st.

Contractor will be responsible for conducting outreach to existing ImmTrac providers that have not logged in into ImmTrac in the last 90 days. Lists are distributed on September 1st; November 1st; January 1st; March 1st; May 1st; and July 1st.

Contractor will review monthly contract funding expenditures and salary savings from any contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term.

Contractor will perform activities in support of the Immunization Cooperative Agreement, HCR Immunization and Vaccines for Children Program, from the Centers for Disease Control and Prevention. CFDA # 93.268

V. The Parties agree to amend Section 15 of this Contract to add the following:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly Report	Quarterly	09/01/2016	11/30/2016	12/31/2016
LHD ILA Quarterly Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
LHD ILA Quarterly Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
LHD ILA Quarterly Report	Quarterly	06/01/2017	08/31/2017	09/30/2017
Financial Status Report	Quarterly	09/01/2016	11/30/2016	12/31/2016
Financial Status Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report	Quarterly	06/01/2017	08/31/2017	09/30/2017

VI. The parties agree to amend Section 16 of this Contract to add the following:

General Provisions, ARTICLE II. Compliance and Reporting, Section 2.06, Applicable Laws and Regulations Regarding Funding Sources, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx,us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

VII. Exhibit A, Work Plan of the Contract is replaced for the period beginning on September 1, 2016, with the attached Exhibit A-1, Work Plan.

VIII. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

IX. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 08

Department Of State Health Services	Contractor
By:	By:
Title:	Title:
Date:	Date:

TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

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Document Information: DCPS-2017-IMM/LOCALS-00032
Parent Information: DCPS-2016-IMM/LOCALS-00017
Details

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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name *	Ramon Garcia
Email *	ramon.garcia@co.hidalgo.tx.us
Telephone *	(956) 318-2600
FFATA Contact Person #2	
Name *	Ray Eufracio CPA
Email *	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone *	(956) 318-2511

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

correct to the best of my knowledge.

E-Signature Date

Navigation Links

Order	Page Name	Next Completed By	Last Modified By
1	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification		
2	Signature Page	Kirkpatrick, Tray - DCPS 7/8/2016 1:56:56 PM	Kirkpatrick, Tray - DCPS 7/8/2016 1:58:04 PM
3	Exhibit	Kirkpatrick, Tray - DCPS 7/8/2016 2:00:48 PM	

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TEXAS
Department of State Health Services

PRINT VERSION ADD NOTE CHECK GLOBAL ERRORS SHOW HELP

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BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-000022-02
Proposal ID: DCPS-2017-IMM/LOCALS-00032
Program ID: IMM/LOCALS
Procurement ID: GST-2012-Solicitation-00022
Procurement Name: DCPS "GOLIVE" IMMUNIZATION LOCALS PROPOSAL

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$470,970		$0	$470,970
Fringe Benefits	$178,027		$0	$178,027
Travel	$0		$0	$0
Equipment	$0		$0	$0
Supplies	$323		$0	$323
Contractual	$0		$0	$0
Other	$25,000		$0	$25,000
Total Direct Costs	$674,320	$0	$0	$674,320
Indirect Costs	$0		$0	$0
Totals:	**$674,320**	**$0**	**$0**	**$674,320**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $0
Required Match Percentage: 0%
Required Match Amount: $0
Calculated Match Amount: $0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings:	$100,000

Source of Earnings
Personnel: $35,000
Fringe: $12,245
Travel: $6,000
Supplies: $20,755
Other: $26,000

91 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

Total Projected Non DSHS Funding: $0

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Budget Summary		Kirkpatrick, Tray - DCPS 6/23/2016 9:33:53 AM	Kirkpatrick, Tray - Contractor 7/9/2016 8:56:18 AM
	Personnel Category Detail		Kirkpatrick, Tray - DCPS 7/8/2016 2:22:03 PM	Kirkpatrick, Tray - Contractor 7/9/2016 8:48:31 AM
	Travel Category Detail			
	Equipment Category Detail			
	Supplies Category Detail		Kirkpatrick, Tray - Contractor 7/9/2016 8:49:48 AM	
	Contractual Category Detail			
	Other Category Detail		Kirkpatrick, Tray - Contractor 7/9/2016 8:53:56 AM	
	Indirect Costs Category Detail			

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COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 5, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$674,320.00	Award No. 2016-000022-02 Immunization Branch-Locals

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 273RD D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-55567

Health & Human Services
Dept. 19. E.

CC - REGULAR

Meeting Date:	08/09/2016
Submitted For:	Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Immunization Branch-Locals Grant:

1. Requesting approval to accept the Immunization Branch-Locals grant contract amendment #2016-000022-02. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $674,320.00 and to extend the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the Immunization Branch-Locals grant contract and related document.
3. Requesting approval of the Certification of Revenue in the amount of $674,320.00.
4. Requesting approval of the budget appropriation in the amount of $674,320.00.
5. Requesting approval of the salary schedule.

Immunization Program Income:

1. Requesting approval of the Certification of Revenue in the amount of $100,000.00 for the Immunization program income.
2. Requesting approval of the budget appropriation in the amount of $100,000.00.

BACKGROUND

07/21/15 - AI-50441 - Acceptance of the Immunization FY 16 grant contract.
05/10/16 - AI-54368 - Acceptance of the Immunization FY 16 grant contract amendment #01.
05/10/16 - AI-54447 - Approval to submit renewal IMM application for FY 17 allocation.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-10-340-012-6-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
No local match required.

Attachments
Imm Grant Contract Amendment
Budget Appropriation
Sal Proj Budget Only

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2016 10:16 AM
Final Approval		
Form Started By: Mike Escaname		Started On: 07/23/2016 10:49 AM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Saturday, July 23, 2016 11:44 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $674,320.00 - IMM Branch Locals & $100,000.00 IMM Program Income
Attachments: AI-55567 Acceptance of IMM FY 17 Grant Contract Amendment 080916.pdf; 2016-000022-02 Immunization FY 17.pdf

Minerva,

We will present AI-55567 to CC on 08/09/16. I'd appreciate if you can arrange for a Certification of Revenue in the amount of $674,320.00 for the Immunization grant award and $100,000.00 for the projected program income.

Let me know if you have any questions.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-012-6-XXX Immunization Branch - Locals

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-012-6-113	IMM DIV Local - Reg F/T Employees	$ 470,970.00
Fringes		
6-1293-441-10-340-012-6-211	IMM DIV Local - Health Insurance	$ 81,263.00
6-1293-441-10-340-012-6-212	IMM DIV Local - Life Insurance	$ 495.00
6-1293-441-10-340-012-6-220	IMM DIV Local - FICA	$ 36,030.00
6-1293-441-10-340-012-6-230	IMM DIV Local - Retirement	$ 52,985.00
6-1293-441-10-340-012-6-250	IMM DIV Local - Unemployment Comp	$ 2,826.00
6-1293-441-10-340-012-6-260	IMM DIV Local - Workers Comp	$ 4,428.00
Equipment		
		$ -
Supplies		
6-1293-441-10-340-012-6-610	IMM DIV Local - General Supplies	$ 323.00
Other		
6-1293-441-10-340-012-6-540	IMM DIV Local - Advertising	$ 20,000.00
6-1293-441-10-340-012-6-550	IMM DIV Local - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 674,320.00
6-1293-331-12-340-012-6-000	IMM DIV Local - Revenue	$ 674,320.00
	TOTAL APPROPRIATION	$ 674,320.00

REASON: To appropriate the Immunization Branch - Locals FY 17 grant award allocation for the period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-012-6-XXX Immunization Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-012-6-113	IMM DIV Local - Reg F/T Employees	$ 35,000.00
Fringes		
6-1293-441-10-340-012-6-211	IMM DIV Local - Health Insurance	$ 5,059.00
6-1293-441-10-340-012-6-212	IMM DIV Local - Life Insurance	$ 31.00
6-1293-441-10-340-012-6-220	IMM DIV Local - FICA	$ 2,678.00
6-1293-441-10-340-012-6-230	IMM DIV Local - Retirement	$ 3,938.00
6-1293-441-10-340-012-6-250	IMM DIV Local - Unemployment Comp	$ 210.00
6-1293-441-10-340-012-6-260	IMM DIV Local - Workers Comp	$ 329.00
Travel		
6-1293-441-10-340-012-6-581	IMM DIV Local - Travel - In-County	$ 3,000.00
6-1293-441-10-340-012-6-583	IMM DIV Local - Travel Out-of-County	$ 3,000.00
Supplies		
6-1293-441-10-340-012-6-610	IMM DIV Local - General Supplies	$ 15,755.00
6-1293-441-10-340-012-6-660	IMM DIV Local - Furnishings & Equipment	$ 5,000.00
Other		
6-1293-441-10-340-012-6-540	IMM DIV Local - Advertising	$ 16,000.00
6-1293-441-10-340-012-6-584	IMM DIV Local - Registration	$ 5,000.00
6-1293-441-10-340-012-6-550	IMM DIV Local - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 100,000.00
6-1293-345-40-340-012-6-000	IMM DIV Local - Program Income Revenue	$ 100,000.00
	TOTAL APPROPRIATION	$ 100,000.00

REASON: To appropriate the program income funds projected for the Immunization Branch - Locals program FY 17 grant period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

IMMUNIZATION FY 17
Grant Application
Salary Budget
09/01/2016 - 08/31/2017
For Budget Purposes Only

IMMUNIZ $574,329.00

										Hourly Rate				2016	2017				Fringes				Insurance			
Slot #	Position Title	2016 Actual Salary	2017 Budgeted Salary With 0% COLA	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (IMM Progam) (current)	Salary (IMM Progam) (With 0% COLA)	% of Other Sources Funding	% of IMM Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monthly Salary	IMM Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.84%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	Texas Vaccines for Children Educator	45,920.00	45,920.00	-	-	45,920.00	45,920.00	-	1.00	22.0769	22.0769	696	1,392	15,365.54	30,731.08	46,096.62	3,841.38	46,096.62	3,526.39	5,185.87	276.58	433.31	6,168.00	37.56	15,627.71	61,724.33
G002	TVFC Assistant Program Manager	42,519.00	42,519.00	2,979.00	-	39,540.00	39,540.00	0.07	0.93	20.4418	20.4418	696	1,392	14,227.51	28,455.02	42,682.53	3,556.88	39,684.78	3,036.65	4,465.66	238.17	373.13	5,736.24	34.93	13,884.78	53,569.54
0003	Outreach Specialist II	30,964.00	30,964.00	-	-	30,964.00	30,964.00	-	1.00	14.8865	14.8865	696	1,392	10,361.03	20,722.06	31,083.09	2,590.26	31,083.09	2,377.66	3,496.85	186.50	292.18	6,168.00	37.56	12,558.84	43,642.03
0004	Outreach Specialist II	31,140.00	31,140.00	-	-	31,140.00	31,140.00	-	1.00	14.9712	14.9712	696	1,392	10,419.92	20,839.85	31,259.77	2,604.98	31,259.77	2,391.37	3,516.72	187.56	293.84	6,168.00	37.56	12,595.06	43,854.83
0005	Outreach Specialist II	31,140.00	31,140.00	-	-	31,140.00	31,140.00	-	1.00	14.9712	14.9712	696	1,392	10,419.92	20,839.85	31,259.77	2,604.98	31,259.77	2,391.37	3,516.72	187.56	293.84	6,168.00	37.56	12,595.06	43,854.83
G006	Licensed Vocational Nurse II	46,139.00	46,139.00	1,498.00	14,707.00	29,934.00	29,934.00	0.35	0.65	22.1822	22.1822	696	1,392	15,438.82	30,877.64	46,316.46	3,859.70	30,105.70	2,303.09	3,386.89	180.63	282.99	4,009.20	24.41	10,187.21	40,292.92
G008	Licensed Vocational Nurse II	46,139.00	46,139.00	1,498.00	14,707.00	29,934.00	29,934.00	0.35	0.65	22.1822	22.1822	696	1,392	15,438.82	30,877.64	46,316.46	3,859.70	30,105.70	2,303.09	3,386.89	180.63	282.99	4,009.20	24.41	10,187.21	40,292.92
G010	Community Service Aide	30,963.00	30,963.00	-	1,969.00	28,994.00	28,994.00	0.06	0.94	14.8861	14.8861	696	1,392	10,360.70	20,721.39	31,082.09	2,590.17	29,217.16	2,235.11	3,286.93	175.30	274.64	5,797.92	35.31	11,805.21	41,022.38
G011	Community Service Aide	30,963.00	30,963.00	-	1,994.00	28,969.00	28,969.00	0.06	0.94	14.8861	14.8861	696	1,392	10,360.70	20,721.39	31,082.09	2,590.17	29,217.16	2,235.11	3,286.93	175.30	274.64	5,797.92	35.31	11,805.21	41,022.38
G012	Community Service Aide	28,937.00	28,937.00	1,089.00	752.00	27,096.00	27,096.00	0.06	0.94	13.9120	13.9120	696	1,392	9,682.77	19,365.53	29,048.30	2,420.69	27,305.40	2,088.86	3,071.86	163.83	256.67	5,797.92	35.31	11,414.45	38,719.85
G013	Community Service Aide	30,963.00	30,963.00	1,166.00	803.00	28,994.00	28,994.00	0.06	0.94	14.8861	14.8861	696	1,392	10,360.70	20,721.39	31,082.09	2,590.17	29,217.16	2,235.11	3,286.93	175.30	274.64	5,797.92	35.31	11,805.21	41,022.38
0014	Licensed Vocational Nurse II	46,140.00	46,140.00	-	-	46,140.00	46,140.00	-	1.00	22.1827	22.1827	696	1,392	15,439.15	30,878.31	46,317.46	3,859.79	46,317.46	3,543.29	5,210.71	277.90	435.38	6,168.00	37.56	15,672.85	61,990.31
0015	Outreach Specialist II	31,140.00	31,140.00	-	-	31,140.00	31,140.00	-	1.00	14.9712	14.9712	696	1,392	10,419.92	20,839.85	31,259.77	2,604.98	31,259.77	2,391.37	3,516.72	187.56	293.84	6,168.00	37.56	12,595.06	43,854.83
0016	Community Service Aide	30,964.00	30,964.00	-	-	30,964.00	30,964.00	-	1.00	14.8865	14.8865	696	1,392	10,361.03	20,722.06	31,083.09	2,590.26	31,083.09	2,377.66	3,496.85	186.50	292.18	6,168.00	37.56	12,558.84	43,642.03
0017	Licensed Vocational Nurse II	42,518.00	42,518.00	-	-	42,518.00	42,518.00	-	0.18	20.4413	20.4413	696	1,392	14,227.18	28,454.35	42,681.53	3,556.79	7,682.68	587.73	864.30	46.10	72.22	1,110.24	6.76	2,587.34	10,270.02
		589,068.00	589,068.00	9,728.00	46,019.00	533,321.00	533,321.00							197,111.22	394,222.43	591,333.65		470,905.29	36,024.25	52,976.85	2,825.43	4,426.51	81,232.56	494.67	177,980.27	648,885.56

Notes:

1 This schedule was prepared on 05/04/2016
2 A 0% cost of living increase is budgeted from 01/01/17 to 08/31/17. (pending CC approval)
3 2016 fringe benefit rates approved by CC on 12/21/15 are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 17.
5 The Health Insurance is $6,168.00 per year, per employee. ($514.00 x 12 months = $6,168.00)
6 Life Insurance is $37.56 per year, per employee.
7 County Salary Schedule ———>

Program Income Y-T-D for FY 16

Sept to Dec 2015	33,417.27	
Jan to April 2016	45,109.84	
	78,527.11	(8 months)
	9,782.14	per month

Budget / Projected 100,000.00

Prepared by HCHHSD
05/12/2016

x
12 months
317,385.68

(Positions / Slots covered by In Part By Program Income Budget)

										Hourly Rate				2016	2017				Fringes				Insurance			
Slot #	Position Title	2016 Payroll Salary	2016 Budgeted Salary With 0% COLA	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (IMM Progam) (current)	Salary (IMM Progam) (With 0% COLA)	% of Other Sources Funding	% of IMM Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monthy Salary	IMM Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.84%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0017	Licensed Vocational Nurse II	42,518.00	42,518.00	-	-	42,518.00	42,518.00	-	0.62	20.4413	20.4413	696	1,392	14,227.18	28,454.35	42,681.53	3,556.79	34,998.86	2,677.41	3,937.37	209.99	328.99	5,057.76	30.80	12,242.33	47,241.19
		42,518.00	**42,518.00**	**-**	**-**	**42,518.00**								**14,227.18**	**28,454.35**	**42,681.53**	**3,556.79**	**34,998.86**	**2,677.41**	**3,937.37**	**209.99**	**328.99**	**5,057.76**	**30.80**	**12,242.33**	47,241.19

Total Salaries / Fringes for FY 17			696,126.75
Grant Award for FY 16		649,320.00	
Special Funding		25,000.00	
Projected Program Income FY 17		100,000.00	
Total Funding For FY 17		**774,320.00**	
		696,126.75	
Special Funding		25,000.00	
Available for Operating Costs		53,193.25	

Prepared by HCHHSD
05/12/2016

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 08

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2013-041204-005 (Contract), which was effective on September 1, 2012. This Contract has been amended 7 times prior to this Amendment. The Contract as amended is denominated Contract No. 2016-000022-02.

I. The Parties agree to amend Section 2 of this Contract to increase the total amount of Contract to THREE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED DOLLARS ($3,271,600.00). The total payment to Contractor for the period from September 1, 2016 through August 31, 2017, will not exceed SIX HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS ($674,320.00).

II. The Parties agree to amend Section 4 of this Contract to extend the end of the Contract term to August 31, 2017.

III. The Parties agree to amend Section 7 of this Contract to add the following:

Contractor will inform and educate the public about vaccines and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments (located at http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985_FY2017_ContractorsGuide.pdf).

Contract will also facilitate and host coalitions meetings in its local jurisdiction to promote the awareness of the importance of immunizations and to develop strategies and methods for increasing vaccination coverage.

Contractor will appoint an immunization coalition coordinator and facilitator to lead coalition collaboration building within its local jurisdiction.

Contractor will engage and recruit community groups and immunization stakeholders in a collaboration to increase community vaccination coverage levels. When a new partner is recruited into the coalition, the contract shall establish a letter of agreement, memorandum of understanding, or other documentation to confirm the partner's intent to participate in the coalition. The letter of agreement, memorandum of understanding, or other documentation shall include provisions defining the coalition and its goals.

Contractor shall develop a planning group with the goal of establishing a sustainable mechanism for the coalition at the local level.

Contractor will develop a planning group with the goal of establishing a sustainable mechanism for the coalition at the local level.

Contractor will develop, lead, direct, and host no less than one meeting per quarter with immunization stakeholders and community partners within the contractor's local jurisdiction during the contract term.

Contractor will attend all Texas Immunization Stakeholder Working Group meetings held throughout the contract term.

Contractor will attend and participate in required coalition development and capacity building trainings sponsored by DSHS.
For Contracts of $100,000 or more, Contractors should monitor expenditures to ensure that cumulative

budget transfers among direct cost categories, with the exception of the Equipment category, do not exceed 25% of the Contract total budget. Transfers to or from the Equipment category require prior approval from DSHS unless the transfers are done in accordance with the guidelines in the CFPM. Costs that result in cumulative budget transfers among direct cost categories that exceed 25% of the total Contract budget are subject to being disallowed unless prior approval is obtained from DSHS.

Contractors are not required to obtain approval from DSHS for cumulative budget transfers that exceed 25% among direct cost categories, other than the equipment category, for Program Attachments of less than $100,000, provided that the total budget amount is unchanged.

Contractor will send at least one representative to Immunization Branch mandatory meetings held in Austin, including the

1) Immunization Branch local health department held in the fall of every year and the

2) TVFC Annual Training held in January/February of every year. Additional mandatory meetings may be required during the contract term.

Contractor will submit out of state travel requests to the Immunization Branch for approval when utilizing contract funds or program income.

Contractor will report on the identified immunization stakeholders and community partners showing a commitment to collaborate with the contractor to increase vaccination coverage rates.
Contractor will provide signed letters of agreements and other documentation of commitment by August 31, 2017.
Contractor will receive technical assistance, including specialized training and support, provided by DSHS.
Contractor will participate in one on-site technical assistance visit to be scheduled during the contract period.
Contractor will participate in monthly calls to provide updates on coalition collaboration activities and receive updated information from DSHS.

IV. The Parties agree to amend Section 7 of this Contract to revise the following:

Contractor will be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by the ImmTrac Group at DSHS. Lists are distributed through ImmTrac at the start of each quarterly reporting period.

Contractor will be responsible for conducting outreach to 17-year-olds included on the lists distributed to the Contractor by the ImmTrac Group at DSHS to explain the lifetime registry and obtain their consent to remain in ImmTrac as an adult. Lists are distributed on October 1st; December 1st; February 1st; April 1st; June 1st; and August 1st.

Contractor will be responsible for conducting outreach to existing ImmTrac providers that have not logged in into ImmTrac in the last 90 days. Lists are distributed on September 1st; November 1st; January 1st; March 1st; May 1st; and July 1st.

Contractor will review monthly contract funding expenditures and salary savings from any contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term.

Contractor will perform activities in support of the Immunization Cooperative Agreement, HCR Immunization and Vaccines for Children Program, from the Centers for Disease Control and Prevention. CFDA # 93.268

V. The Parties agree to amend Section 15 of this Contract to add the following:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly Report	Quarterly	09/01/2016	11/30/2016	12/31/2016
LHD ILA Quarterly Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
LHD ILA Quarterly Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
LHD ILA Quarterly Report	Quarterly	06/01/2017	08/31/2017	09/30/2017
Financial Status Report	Quarterly	09/01/2016	11/30/2016	12/31/2016
Financial Status Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report	Quarterly	06/01/2017	08/31/2017	09/30/2017

VI. The parties agree to amend Section 16 of this Contract to add the following:

General Provisions, ARTICLE II. Compliance and Reporting, Section 2.06, Applicable Laws and Regulations Regarding Funding Sources, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx,us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

VII. Exhibit A, Work Plan of the Contract is replaced for the period beginning on September 1, 2016, with the attached Exhibit A-1, Work Plan.

VIII. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

IX. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

AMENDMENT #: 08

Department Of State Health Services

By:
Title:
Date:

Contractor

By:
Title:
Date:

TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

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Document Information: DCPS-2017-IMM/LOCALS-00032
Parent Information: DCPS-2016-IMM/LOCALS-00017
Details

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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name *	Ramon Garcia
Email *	ramon.garcia@co.hidalgo.tx.us
Telephone *	(956) 318-2600

FFATA Contact Person #2

Name *	Ray Eufracio CPA
Email *	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone *	(956) 318-2511

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

correct to the best of my knowledge.

E-Signature Date

Navigation Links

	Page Name	Approved By	Last Modified By
1	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification		
2	Signature Page	Kirkpatrick, Tray - DCPS 7/8/2016 1:56:56 PM	Kirkpatrick, Tray - DCPS 7/8/2016 1:58:04 PM
3	Exhibit	Kirkpatrick, Tray - DCPS 7/8/2016 2:00:48 PM	

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TEXAS
Department of State Health Services

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BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-000022-02
Proposal ID: DCPS-2017-IMM/LOCALS-00032
Program ID: IMM/LOCALS
Procurement ID: GST-2012-Solicitation-00022
Procurement Name: DCPS "GOLIVE" IMMUNIZATION LOCALS PROPOSAL

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$470,970		$0	$470,970
Fringe Benefits	$178,027		$0	$178,027
Travel	$0		$0	$0
Equipment	$0		$0	$0
Supplies	$323		$0	$323
Contractual	$0		$0	$0
Other	$25,000		$0	$25,000
Total Direct Costs	$674,320	$0	$0	$674,320
Indirect Costs	$0		$0	$0
Totals:	**$674,320**	**$0**	**$0**	**$674,320**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $0
Required Match Percentage: 0%
Required Match Amount: $0
Calculated Match Amount: $0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings:	$100,000

Source of Earnings
Personnel: $35,000
Fringe: $12,245
Travel: $6,000
Supplies: $20,755
Other: $26,000

91 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

Total Projected Non DSHS Funding: $0

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AI-55564 **Health & Human Services Dept.** **11. F.**

CC - REGULAR

Meeting Date: 08/09/2016

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 accept the TB/PC State grant contract amendment #2016-001417-01. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $605,561 and to extend the end of the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the TB/PC State grant contract amendment and related document.
3. Requesting approval of the Certification of Revenue in the amount of $605,561.00.
4. Requesting approval of the budget appropriation in the amount of $605,561.00 in grant funds and $121,112.00 in local matching funds.
5. Requesting approval of the salary schedule.

TB Control Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $20,000.00 for the TB Control program income.
2. Requesting approval of the budget appropriation in the amount of $20,000.00.

BACKGROUND

08/18/15 - AI-50832 - Acceptance of TB/PC State FY 16 grant contract.
04/26/16 - AI-54328 - Approval to submit request for TB/PC State FY 17 Allocation.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-10-340-008-6-XXX

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

BUDGETARY IMPACT:

TB State Grant Award FY 17 = $605,561.00
Required local match = $121,112.00 (20%)
Reserved during the 2016 budget process. Reference account #6-1100-491-01-000-293-7-891 = $121,112.00.

Attachments

TB PC Amendment
Budget Appropriation
Salaries and Fringes Projection
funding source
COR
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2016 10:17 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Mike Escaname		Started On: 07/22/2016 04:08 PM
Final Approval Date: 08/05/2016		

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 01

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2016-001417-00 (Contract), which was effective on September 1, 2015. This Contract has been not been amended prior to this Amendment.

I. The Parties agree to amend Section II of this Contract to add SIX HUNDRED FIVE THOUSAND FIVE HUNDRED SIXTY ONE DOLLARS ($605,561.00) to increase the total amount that the Contract will not exceed to ONE MILLION TWO HUNDRED ELEVEN THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS ($1,211,122.00).

II. The Parties agree to amend Section IV this Contract to extend the end of the Contract term to August 31, 2017.

III. The Parties agree that the amended Contract will be denominated Contract No. 2016-001417-01 for administrative purposes.

IV. The Parties agree to amend Section 7-A PROVISION OF SERVICES of this Contract by adding the following:

The Contractor may, at its discretion, elect to provide directly observed therapy (DOT) using a video platform. To the extent Contractor elects to utilize DOT using a video platform, it comply with the requirements outlined in the Requirement and Recommendation Guidance Document for Video DOT located at http://www.texastb.org.

V. The Parties agree to delete in its entirety Section 7-C MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT of this Contract and replace it with the following:

Contractor shall order TB medications through DSHS-enabled pharmacy ordering system. Contractor shall ensure that TB medications purchased with DSHS TB Branch funds are used in a prudent manner that contributes to disease control in their service area and shall not be distributed to other entities.

Contractor shall monitor and manage its usage of medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a 1-month supply and based on the number of patients receiving treatment.

Between the first and the seventh working day of every month, the Contractor shall perform a physical count of its inventory of medications and supplies furnished by DSHS and appropriately reconcile the quantities by product and lot number in the Inventory Tracking Electronic and Asset Management System (ITEAMS). Failure to reconcile in ITEAMS may prohibit release of medications. All DSHS-purchased medications shall be stored properly and securely, in accordance with manufacturer's instructions (refer to TB Work Plan, Section V).

Products that have not been used in nine (9) months, or will not be used in nine (9) months shall be returned to DSHS Pharmacy or transferred to another TB program where the demand may be greater and recorded in ITEAMS.

Contractor shall obtain a TB expert physician consultation and approval from the TB Branch prior to

ordering the following second-line medications:
•Injectable Agents: capreomycin, kanamycin, amikacin, streptomycin;
•Fluoroquinolones: levofloxacin (Levoquin), ciprofloxacin, moxifloxacin, ofloxacin;
•Bacteriostatic Agents: ethionamide, para-aminosalicylic acid, cycloserine; and
•Other Agents: clofazamine, linezolid, bedaquiline, clarithromycin, amoxicillin.
Contractor may distribute Purified Protein Derivative (PPD) and syringes for TB skin testing to correctional facilities that meet Texas Health and Safety Code, Chapter 89 requirements. Contractor shall monitor distribution of these items in accordance with screening activities submitted on the correctional monthly report.

VI. The Parties agree to delete in its entirety Section 7-D
USE OF INTERFERON GAMMA RELEASE ASSAY TESTS of this Contract and replace it with the following:

l. Perform tuberculosis screenings using DSHS-supplied interferon gamma release assays (IGRA). DSHS reserves the right to select either T-SPOT®.TB and/or QuantiFERON®–TB Gold in-tube tests for the following populations in accordance with DSHS-approved age requirements:
a. TB suspects;
b. TB cases;
c. Contacts to TB suspects and cases – Consultation with the TB Branch is required for contact investigations in which 50 or more persons are targeted for screening;
d. Targeted testing except screening in correctional facilities – Monthly screening reports shall be submitted in accordance with reporting schedule; and
e. Routine screening of employees providing TB services.

2. IGRA testing products/supplies supported by DSHS funds shall not be provided to any organization or establishment without documented approval from the TB Branch.

VII. The Parties agree to amend Section 7-F REPORTING of this Contract by adding the following:

1. Provide a complete and accurate Annual Progress Report covering the period from January to December 2016, in the format provided by DSHS, demonstrating compliance with requirements of the contract during that time period. The report shall include, but is not limited to, a detailed analysis of performance related to the performance measures (see Section II FY16 Performance Measures).

2. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due March 15, 2017, and shall be sent to the TB Reporting Mailbox at TBContractReporting@dshs.state.tx.us (refer to TB Work Plan, Section IX, O). Any individual-level patient data must be sent via the PHIN. Contractors can mail the Annual Progress Report to their DSHS Health Service Region (HSR) thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to a DSHS HSR, the deadline for submission to the TB Branch remains unchanged.

VIII. The Parties agree to amend Section 7- Performance Measures of this Contract by adding the following:

1. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 82.9% is required. If fewer than 82.9% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

2. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT).
For FY17 reporting, data will cover all cases from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 91.6% is required.
If data indicates a compliance percentage for this Performance Measure of less than 91.6%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

3. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 93.4% is required. If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

4. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.
For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 91.5% is required.
If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

5. Newly-reported cases of TB with AFB positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 95% is required. If data indicates a compliance percentage for this Performance Measure of less than 95%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS.

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less.*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB. For FY17 reporting, data will cover all cases from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 87% is required. If data indicates a compliance percentage for this Performance Measure of less than 87%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

7. Increase the proportion of culture-confirmed TB cases with a genotyping result reported. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 94.2% is required. If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

8. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 97.8% is required. If data indicates a compliance percentage for this Performance Measure of less than 97.8%,

then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

9. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 92% is required. If data indicates a compliance percentage for this Performance Measure of less than 92%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

10. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TBI and disease. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 82.5% is required. If data indicates a compliance percentage for this Performance Measure of less than 82.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

11. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI shall be started on timely and appropriate treatment. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 70% is required. If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment shall complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 50% is required. If data indicates a compliance percentage for this Performance Measure of less than 50%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate a medical evaluation within 30 days of arrival. Arrival is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 62% is required. If data indicates a compliance percentage for this Performance Measure of less than 62%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate and complete a medical evaluation within 90 days of arrival. For FY17 reporting data will be drawn from calendar year 2016 (1/1/2016-12/31/2016). A compliance percentage of not less than 60% is required.If data indicates a compliance percentage for this Performance Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US, increase the proportion who start treatment. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance

percentage of not less than 64% is required. If data indicates a compliance percentage for this Performance Measure of less than 64%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

16. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TB infection during evaluation in the US and started on treatment, increase the proportion who complete treatment for TB infection. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 70% is required. If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, due March 15, 2017, a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach

IX. The Parties agree to amend Section 16 of this Contract to add the following:
General Provisions, ARTICLE XXI. PROGRAM OPERATIONS, Section 21.05, Contractor's Notification of Change to Certain Contract Provisions to replace it with the following:
Subject to the following restrictions, without prior approval, Contractor may transfer money between budget categories and must provide the System Agency Contract Manager with prior notification of this transfer. No budget category transfer or cumulative transfers may exceed 25% of the total contract value or $100,00, whichever is less. If the budget transfer(s) exceeds $100,000, alone or cumulatively, prior written approval from the System Agency is required. If the budget transfer(s) exceeds 25% of the total contract value, alone or cumulatively, a formal contract amendment is required.

X. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

XI. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

TEXAS Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

correct to the best of my knowledge.

E-Signature Date

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TEXAS Department of State Health Services

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-001417-01
Proposal ID: DCPS-2017-TB/PC-ST-00020

Program ID: TB/PC-STATE
Procurement ID: GST-2012-Solicitation-00061
Procurement Name: FY14 TB State

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$444,127	$88,604	$0	$532,731
Fringe Benefits	$161,396	$32,199	$0	$193,595
Travel	$0		$0	$0
Equipment	$0		$0	$0
Supplies	$38	$309	$0	$347
Contractual	$0		$0	$0
Other	$0		$0	$0
Total Direct Costs	$605,561	$121,112	$0	$726,673
Indirect Costs	$0		$0	$0
Totals:	**$605,561**	**$121,112**	**$0**	**$726,673**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $605,561

Required Match Percentage: 20%

Required Match Amount: $121,112 Calculated Match Amount: $121,112

Source of Cash Match Funds

Personnel, Fringe and Supplies

30 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $20,000

Source of Earnings

Medicaid

8 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

Total Projected Non DSHS Funding: $0

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DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-008-6-XXX T. B. Control (State)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-008-6-113	T.B. Control - Reg F/T Employees	$ 532,731.00
Fringes		
6-1293-441-10-340-008-6-211	T.B. Control - Health Insurance	$ 84,726.00
6-1293-441-10-340-008-6-212	T.B. Control - Life Insurance	$ 502.00
6-1293-441-10-340-008-6-220	T.B. Control - FICA	$ 40,755.00
6-1293-441-10-340-008-6-230	T.B. Control - Retirement	$ 59,935.00
6-1293-441-10-340-008-6-250	T.B. Control - Unemployment Comp	$ 2,667.00
6-1293-441-10-340-008-6-260	T.B. Control - Workers Comp	$ 5,010.00
Travel		
Supplies		
6-1293-441-10-340-008-6-610	T.B. Control - General Supplies	$ 347.00
	TOTAL APPROPRIATION	$ 726,673.00
6-1293-334-10-340-008-6-000	T.B. Control - Revenue	$ 605,561.00
6-1293-391-01-000-100-7-000	Transfers In - General Fund (**DO NOT POST**)	$ 121,112.00
6-1100-491-01-000-293-7-891	Transfers Out - Health Grants (**DO NOT POST**)	$ 121,112.00
	TOTAL APPROPRIATION	$ 726,673.00

REASON: To appropriate the T.B. Control grant award allocation for the period of 09/01/2016 through 08/31/2017. (Includes the Local Match for the same period)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 1, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-008-6-XXX T.B. Control (State) Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-008-6-113	T.B. Control - Reg F/T Employees	$ 6,440.00
Fringes		
6-1293-441-10-340-008-6-211	T.B. Control - Health Insurance	$ 1,296.00
6-1293-441-10-340-008-6-212	T.B. Control - Life Insurance	$ 8.00
6-1293-441-10-340-008-6-220	T.B. Control - FICA	$ 493.00
6-1293-441-10-340-008-6-230	T.B. Control - Retirement	$ 725.00
6-1293-441-10-340-008-6-250	T.B. Control - Unemployment Comp	$ 33.00
6-1293-441-10-340-008-6-260	T.B. Control - Workers Comp	$ 61.00
Travel		
6-1293-441-10-340-008-6-581	T.B. Control - Travel In County	$ 500.00
6-1293-441-10-340-008-6-583	T.B. Control - Travel Out of County	$ 1,000.00
Supplies		
6-1293-441-10-340-008-6-610	T.B. Control - General Supplies	$ 7,444.00
Other		
6-1293-441-10-340-008-6-339	T.B. Control - Other Professional Services	$ 500.00
6-1293-441-10-340-008-6-550	T.B. Control - Printing & Binding	$ 1,000.00
6-1293-441-10-340-008-6-584	T.B. Control - Registration	$ 500.00
	TOTAL APPROPRIATION	$ 20,000.00
6-1293-345-40-340-008-6-000	T.B. Control - Program Income Revenue	$ 20,000.00
	TOTAL APPROPRIATION	$ 20,000.00

REASON: To appropriate the projected program income funds for the T.B. Control program period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

TB CONTROL FY 17 (STATE)
Grant Application
Salary Budget
09/01/2016 - 08/31/2017
For Budget Purposes Only

T.B. Control FY 17 (program 008)

											Hourly Rate				2016	2017				Fringes				Insurance			
Slot #	Position Title	2016 Payroll Salary	2016 Budgetd Salary With 0% COLA	2016 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.0050%)	Workers Comp (.0094%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,874.00	10,252.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	696	1,392	16,594.92	33,189.83	49,784.75	4,148.73	37,836.41	2,894.49	4,256.60	189.18	355.66	4,687.68	28.55	12,412.16	50,248.57
G002	Outreach Specialist I	27,825.00	27,825.00	27,825.00	1,237.00	1,835.00	24,753.00	24,753.00	0.11	0.89	13.3774	13.3774	696	1,392	9,310.67	18,621.35	27,932.02	2,327.67	24,859.50	1,901.75	2,796.69	124.30	233.68	5,489.52	33.43	10,579.37	35,438.87
G004	Billing Specialist II	25,659.00	25,659.00	25,659.00	-	-	25,659.00	25,659.00	-	1.00	12.3361	12.3361	696	1,392	8,585.90	17,171.79	25,757.69	2,146.47	25,757.69	1,970.46	2,897.74	128.79	242.12	6,168.00	37.56	11,444.67	37,202.36
G005	Billing Specialist II	25,659.00	25,659.00	25,659.00	-	-	25,659.00	25,659.00	-	1.00	12.3361	12.3361	696	1,392	8,585.90	17,171.79	25,757.69	2,146.47	25,757.69	1,970.46	2,897.74	128.79	242.12	6,168.00	37.56	11,444.67	37,202.36
G006	TB Program Manager	72,870.00	72,870.00	72,870.00	-	-	72,870.00	72,870.00	-	1.00	35.0337	35.0337	696	1,392	24,383.42	48,766.85	73,150.27	6,095.86	73,150.27	5,596.00	8,229.41	365.75	687.61	6,168.00	37.56	21,084.32	94,234.59
G008	TB Registered Nurse	62,475.00	62,475.00	62,475.00	-	-	62,475.00	62,475.00	-	1.00	30.0361	30.0361	696	1,392	20,905.10	41,810.19	62,715.29	5,226.27	62,715.29	4,797.72	7,055.47	313.58	589.52	6,168.00	37.56	18,961.85	81,677.14
G009	Clerk III	27,120.00	27,120.00	27,120.00	-	-	27,120.00	27,120.00	-	1.00	13.0385	13.0385	696	1,392	9,074.77	18,149.54	27,224.31	2,268.69	27,224.31	2,082.66	3,062.73	136.12	255.91	6,168.00	37.56	11,742.98	38,967.29
G010	Limited Medical Radiologic Technologist	36,453.00	36,453.00	36,453.00	-	-	36,453.00	36,453.00	-	1.00	17.5255	17.5255	696	1,392	12,197.73	24,395.47	36,593.20	3,049.43	36,593.20	2,799.38	4,116.74	182.97	343.98	6,168.00	37.56	13,648.62	50,241.82
G011	Licensed Vocational Nurse III	49,593.00	49,593.00	49,593.00	-	-	49,593.00	49,593.00	-	1.00	23.8428	23.8428	696	1,392	16,594.58	33,189.16	49,783.74	4,148.65	49,783.74	3,808.46	5,600.67	248.92	467.97	6,168.00	37.56	16,331.57	66,115.31
G012	Clerk III	25,462.00	25,462.00	25,462.00			25,462.00	25,462.00		1.00	12.2413	12.2413	696	1,392	8,519.98	17,039.95	25,559.93	2,129.99	25,559.93	1,955.33	2,875.49	127.80	240.26	6,168.00	37.56	11,404.45	36,964.38
G013	TB Outreach Worker / Medical Assistant	30,546.00	30,546.00	30,546.00	-	-	30,546.00	30,546.00	-	1.00	14.6856	14.6856	696	1,392	10,221.16	20,442.32	30,663.48	2,555.29	30,663.48	2,345.76	3,449.64	153.32	288.24	6,168.00	37.56	12,442.51	43,105.99
G014	TB Outreach Worker / Medical Assistant	30,546.00	30,546.00	30,546.00	-	-	30,546.00	30,546.00	-	0.79	14.6856	14.6856	696	1,392	10,221.16	20,442.32	30,663.48	2,555.29	24,224.15	1,853.15	2,725.22	121.12	227.71	4,872.72	29.67	9,829.58	34,053.73
		463,802.00	**463,802.00**	**463,802.00**	**3,111.00**	**12,087.00**	**448,604.00**	**448,604.00**							**155,195.28**	**310,390.57**	**465,585.85**	**38,798.81**	**444,125.66**	**33,975.61**	**49,964.14**	**2,220.63**	**4,174.78**	**70,561.92**	**429.69**	**161,326.77**	**605,452.43**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 05/11/2016
2 A 0% cost of living increase is budgeted from 01/01/17 to 08/31/17. (pending CC approval)
3 2016 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 16.
5 Health Insurance premium is at $514.00 / month per employee ($514.00 *12 = $6,168.00)

5

6

This portion of salary / fringes to be paid from program income budget:

G014	TB Outreach Worker / Medical Assistant	30,546.00	30,546.00	30,546.00	-	-	30,546.00	30,546.00	-	0.21	14.6856	14.6856	696	1,392	10,221.16	20,442.32	30,663.48	2,555.29	6,439.33	492.61	724.42	32.20	60.53	1,295.28	7.89	2,612.93	9,052.26

Prepared by Mike Escaname
HCHHSD
04/26/2016

					Local Match						Hourly Rate				2016	2017	Local Match			Local Match Fringes								
																				Fringes				Insurance				
Slot #	Position Title	2016 Payroll Salary	2016 Budgetd Salary With 0% COLA	2016 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.50%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G001	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,874.00	10,252.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	696	1,392	16,594.92	33,189.83	49,784.75	4,148.73	37,836.41	927.64	1,364.18	60.63	113.98	1,508.11	9.18	3,983.72	16,109.72
G002	Outreach Specialist I	27,825.00	27,825.00	27,825.00	1,237.00	1,835.00	24,753.00	24,753.00	0.11	0.89	13.3774	13.3774	696	1,392	9,310.67	18,621.35	27,932.02	2,327.67	24,859.50	235.01	345.60	15.36	28.88	680.97	4.15	1,309.96	4,381.96
0125	Registered Nurse V	67,472.00	67,472.00	67,472.00	1,879.00	65,593.00	-	-	0.71	-	32.4385	32.4385	2,088	0	48,089.37	-	48,089.37	5,622.67	-	3,678.84	7,590.60	337.36	634.24	4,379.28	26.67	16,646.98	64,736.35
0029	TB Record Manager	40,747.00	40,747.00	40,747.00	-	40,747.00	-	-	0.63	-	19.5899	19.5899	2,088		25,769.34	-	25,769.34	3,395.58	-	1,971.35	4,584.04	203.74	383.02	3,885.84	23.66	11,051.65	36,820.99
			-					-																			
			-					-																			
		185,638.00	**185,638.00**	**185,638.00**	**4,990.00**	**118,427.00**	**62,221.00**								**99,764.30**	**51,811.18**	**151,575.48**	**15,494.65**	**62,695.91**	**6,812.84**	**13,884.41**	**617.09**	**1,160.12**	**10,454.20**	**63.66**	**32,992.32**	**122,049.03**

89,056.71
32,992.32
122,049.03

FY 2015

Program Income 09/01/2014 to 12/31/2014 12,127.38
01/01/2015 to 08/31/2015 24,787.48
36,914.86

FY 2016

Program Income 09/01/2015 to 12/31/2015 5,427.74
01/01/2016 to 06/30/2016 11,430.72
16,858.46

Projection for Year: 20,230.15

Prepared by Mike Escaname
HCHHSD
04/26/2016

Mike Escaname

From: Sharp,Kathy (DSHS) <Kathy.Sharp@dshs.state.tx.us>
Sent: Monday, August 08, 2016 1:46 PM
To: Mike Escaname
Cc: Sharp,Kathy (DSHS)
Subject: FW: Request for Funding Source - TB / PC State, - Hidalgo County
Attachments: Amendment 01 071516.pdf

Mike,

Please find attached the information below.

Thanks,
Kathy

Kathy Sharp, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
T-505.10,Mail Code 1990
P. O. Box 149347
Austin, TX 78714-9347

Phone: (512) 776-2640
Fax: (512) 776-7391
Email: kathy.sharp@dshs.state.tx.us

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Monday, August 08, 2016 1:41 PM
To: Sharp,Kathy (DSHS) <Kathy.Sharp@dshs.state.tx.us>
Subject: Request for Funding Source - TB / PC State, - Hidalgo County

Hello Kathy:

We're our processing our TB / PC State FY 17 Amendment (#2016-001417-01) through our Commissioner's Court and the following question has come up:

For end of the year Financial Reporting purposes, can you provide the funding source or funding sources that make up both our FY 16 and FY 17 funding allocations along with the corresponding CFDA number, if any. This information is needed in order to properly report these awards in the Schedule of Awards that is required for Single Audit purposes.

FY 16

Award Amount	Federal Amount, if any	CFDA #	State Amount
$605,561.00			$605,561.00

FY 17

Award Amount	Federal Amount, if any	CFDA #	State Amount
$605,561.00			$605,561.00

As a recommendation that maybe you can forward to the office in charge of writing these documents, since it is a requirement under the Office of Management Budget (OMB) that the source and CFDA number be provided in the grant contract document, perhaps, this information can be incorporated into any future grant contract, whether initial contracts or Amendments so that this information can be properly reported at year end.

Thank you in advance for your assistance.

Regards,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

August 5, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$605,561.00	Award No. 2016-001417-01 TB/PC Tuberculosis Prevention and Control-State

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/8/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 398TH D.C. | AIDA GALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-55564

Health & Human Services
Dept. 19. F.

CC - REGULAR

Meeting Date:	08/09/2016
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 accept the TB/PC State grant contract amendment #2016-001417-01. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $605,561 and to extend the end of the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the TB/PC State grant contract amendment and related document.
3. Requesting approval of the Certification of Revenue in the amount of $605,561.00.
4. Requesting approval of the budget appropriation in the amount of $605,561.00 in grant funds and $121,112.00 in local matching funds.
5. Requesting approval of the salary schedule.

TB Control Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $20,000.00 for the TB Control program income.
2. Requesting approval of the budget appropriation in the amount of $20,000.00.

BACKGROUND

08/18/15 - AI-50832 - Acceptance of TB/PC State FY 16 grant contract.
04/26/16 - AI-54328 - Approval to submit request for TB/PC State FY 17 Allocation.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-10-340-008-6-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	Y

BUDGETARY IMPACT:

TB State Grant Award FY 17 = $605,561.00
Required local match = $121,112.00 (20%)
Reserved during the 2016 budget process. Reference account #6-1100-491-01-000-293-7-891 = $121,112.00.

Attachments

TB PC Amendment

Budget Appropriation

Salaries and Fringes Projection

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2016 10:17 AM
Final Approval		
Form Started By: Mike Escaname		Started On: 07/22/2016 04:08 PM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Saturday, July 23, 2016 9:59 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $605,561.00 - TB Control (State) & $20,000.00 TB Program Income
Attachments: AI-55564 Acceptance of TB Control FY 17 Award 080916.pdf; 2016-001417-01 TB PC State FY 16 Amendment.pdf

Minerva,

We will present AI-55564 to CC on 08/09/16. I'd appreciate if you can arrange for a Certification of Revenue in the amount of $605,561.00 for the grant award and $20,000.00 for the projected program income.

Let me know if you have any questions.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-008-6-XXX T. B. Control (State)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
Personnel		
6-1293-441-10-340-008-6-113	T.B. Control - Reg F/T Employees	$ 532,731.00
Fringes		
6-1293-441-10-340-008-6-211	T.B. Control - Health Insurance	$ 84,726.00
6-1293-441-10-340-008-6-212	T.B. Control - Life Insurance	$ 502.00
6-1293-441-10-340-008-6-220	T.B. Control - FICA	$ 40,755.00
6-1293-441-10-340-008-6-230	T.B. Control - Retirement	$ 59,935.00
6-1293-441-10-340-008-6-250	T.B. Control - Unemployment Comp	$ 2,667.00
6-1293-441-10-340-008-6-260	T.B. Control - Workers Comp	$ 5,010.00
Travel		
Supplies		
6-1293-441-10-340-008-6-610	T.B. Control - General Supplies	$ 347.00
	TOTAL APPROPRIATION	$ 726,673.00
6-1293-334-10-340-008-6-000	T.B. Control - Revenue	$ 605,561.00
6-1293-391-01-000-100-7-000	Transfers In - General Fund (DO NOT POST)	$ 121,112.00
6-1100-491-01-000-293-7-891	Transfers Out - Health Grants (DO NOT POST)	$ 121,112.00
	TOTAL APPROPRIATION	$ 726,673.00

REASON: To appropriate the T.B. Control grant award allocation for the period of 09/01/2016 through 08/31/2017. (Includes the Local Match for the same period)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 1, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-008-6-XXX T.B. Control (State) Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-008-6-113	T.B. Control - Reg F/T Employees	$ 6,440.00
Fringes		
6-1293-441-10-340-008-6-211	T.B. Control - Health Insurance	$ 1,296.00
6-1293-441-10-340-008-6-212	T.B. Control - Life Insurance	$ 8.00
6-1293-441-10-340-008-6-220	T.B. Control - FICA	$ 493.00
6-1293-441-10-340-008-6-230	T.B. Control - Retirement	$ 725.00
6-1293-441-10-340-008-6-250	T.B. Control - Unemployment Comp	$ 33.00
6-1293-441-10-340-008-6-260	T.B. Control - Workers Comp	$ 61.00
Travel		
6-1293-441-10-340-008-6-581	T.B. Control - Travel In County	$ 500.00
6-1293-441-10-340-008-6-583	T.B. Control - Travel Out of County	$ 1,000.00
Supplies		
6-1293-441-10-340-008-6-610	T.B. Control - General Supplies	$ 7,444.00
Other		
6-1293-441-10-340-008-6-339	T.B. Control - Other Professional Services	$ 500.00
6-1293-441-10-340-008-6-550	T.B. Control - Printing & Binding	$ 1,000.00
6-1293-441-10-340-008-6-584	T.B. Control - Registration	$ 500.00
	TOTAL APPROPRIATION	$ 20,000.00
6-1293-345-40-340-008-6-000	T.B. Control - Program Income Revenue	$ 20,000.00
	TOTAL APPROPRIATION	$ 20,000.00

REASON: To appropriate the projected program income funds for the T.B. Control program period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 01

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2016-001417-00 (Contract), which was effective on September 1, 2015. This Contract has been not been amended prior to this Amendment.

I. The Parties agree to amend Section II of this Contract to add SIX HUNDRED FIVE THOUSAND FIVE HUNDRED SIXTY ONE DOLLARS ($605,561.00) to increase the total amount that the Contract will not exceed to ONE MILLION TWO HUNDRED ELEVEN THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS ($1,211,122.00).

II. The Parties agree to amend Section IV this Contract to extend the end of the Contract term to August 31, 2017.

III. The Parties agree that the amended Contract will be denominated Contract No. 2016-001417-01 for administrative purposes.

IV. The Parties agree to amend Section 7-A PROVISION OF SERVICES of this Contract by adding the following:

The Contractor may, at its discretion, elect to provide directly observed therapy (DOT) using a video platform. To the extent Contractor elects to utilize DOT using a video platform, it comply with the requirements outlined in the Requirement and Recommendation Guidance Document for Video DOT located at http://www.texastb.org.

V. The Parties agree to delete in its entirety Section 7-C MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT of this Contract and replace it with the following:

Contractor shall order TB medications through DSHS-enabled pharmacy ordering system. Contractor shall ensure that TB medications purchased with DSHS TB Branch funds are used in a prudent manner that contributes to disease control in their service area and shall not be distributed to other entities.

Contractor shall monitor and manage its usage of medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a 1-month supply and based on the number of patients receiving treatment.

Between the first and the seventh working day of every month, the Contractor shall perform a physical count of its inventory of medications and supplies furnished by DSHS and appropriately reconcile the quantities by product and lot number in the Inventory Tracking Electronic and Asset Management System (ITEAMS). Failure to reconcile in ITEAMS may prohibit release of medications. All DSHS-purchased medications shall be stored properly and securely, in accordance with manufacturer's instructions (refer to TB Work Plan, Section V).

Products that have not been used in nine (9) months, or will not be used in nine (9) months shall be returned to DSHS Pharmacy or transferred to another TB program where the demand may be greater and recorded in ITEAMS.

Contractor shall obtain a TB expert physician consultation and approval from the TB Branch prior to

ordering the following second-line medications:
•Injectable Agents: capreomycin, kanamycin, amikacin, streptomycin;
•Fluoroquinolones: levofloxacin (Levoquin), ciprofloxacin, moxifloxacin, ofloxacin;
•Bacteriostatic Agents: ethionamide, para-aminosalicylic acid, cycloserine; and
•Other Agents: clofazamine, linezolid, bedaquiline, clarithromycin, amoxicillin.
Contractor may distribute Purified Protein Derivative (PPD) and syringes for TB skin testing to correctional facilities that meet Texas Health and Safety Code, Chapter 89 requirements. Contractor shall monitor distribution of these items in accordance with screening activities submitted on the correctional monthly report.

VI. The Parties agree to delete in its entirety Section 7-D
USE OF INTERFERON GAMMA RELEASE ASSAY TESTS of this Contract and replace it with the following:

I. Perform tuberculosis screenings using DSHS-supplied interferon gamma release assays (IGRA). DSHS reserves the right to select either T-SPOT®.TB and/or QuantiFERON®–TB Gold in-tube tests for the following populations in accordance with DSHS-approved age requirements:
a. TB suspects;
b. TB cases;
c. Contacts to TB suspects and cases – Consultation with the TB Branch is required for contact investigations in which 50 or more persons are targeted for screening;
d. Targeted testing except screening in correctional facilities – Monthly screening reports shall be submitted in accordance with reporting schedule; and
e. Routine screening of employees providing TB services.

2. IGRA testing products/supplies supported by DSHS funds shall not be provided to any organization or establishment without documented approval from the TB Branch.

VII. The Parties agree to amend Section 7-F REPORTING of this Contract by adding the following:

1. Provide a complete and accurate Annual Progress Report covering the period from January to December 2016, in the format provided by DSHS, demonstrating compliance with requirements of the contract during that time period. The report shall include, but is not limited to, a detailed analysis of performance related to the performance measures (see Section II FY16 Performance Measures).

2. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due March 15, 2017, and shall be sent to the TB Reporting Mailbox at TBContractReporting@dshs.state.tx.us (refer to TB Work Plan, Section IX, O). Any individual-level patient data must be sent via the PHIN. Contractors can mail the Annual Progress Report to their DSHS Health Service Region (HSR) thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to a DSHS HSR, the deadline for submission to the TB Branch remains unchanged.

VIII. The Parties agree to amend Section 7- Performance Measures of this Contract by adding the following:

1. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 82.9% is required. If fewer than 82.9% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

2. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT).
For FY17 reporting, data will cover all cases from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 91.6% is required.
If data indicates a compliance percentage for this Performance Measure of less than 91.6%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

3. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 93.4% is required. If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

4. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.
For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 91.5% is required.
If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

5. Newly-reported cases of TB with AFB positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 95% is required. If data indicates a compliance percentage for this Performance Measure of less than 95%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS.

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less.*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB. For FY17 reporting, data will cover all cases from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 87% is required. If data indicates a compliance percentage for this Performance Measure of less than 87%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

7. Increase the proportion of culture-confirmed TB cases with a genotyping result reported. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 94.2% is required. If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

8. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 97.8% is required. If data indicates a compliance percentage for this Performance Measure of less than 97.8%,

then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

9. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 92% is required. If data indicates a compliance percentage for this Performance Measure of less than 92%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

10. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TBI and disease. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 82.5% is required. If data indicates a compliance percentage for this Performance Measure of less than 82.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

11. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI shall be started on timely and appropriate treatment. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 70% is required. If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment shall complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 50% is required. If data indicates a compliance percentage for this Performance Measure of less than 50%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate a medical evaluation within 30 days of arrival. Arrival is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 62% is required. If data indicates a compliance percentage for this Performance Measure of less than 62%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate and complete a medical evaluation within 90 days of arrival. For FY17 reporting data will be drawn from calendar year 2016 (1/1/2016-12/31/2016). A compliance percentage of not less than 60% is required.If data indicates a compliance percentage for this Performance Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US, increase the proportion who start treatment. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance

percentage of not less than 64% is required. If data indicates a compliance percentage for this Performance Measure of less than 64%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

16. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TB infection during evaluation in the US and started on treatment, increase the proportion who complete treatment for TB infection. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 70% is required. If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, due March 15, 2017, a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach

IX. The Parties agree to amend Section 16 of this Contract to add the following:
General Provisions, ARTICLE XXI. PROGRAM OPERATIONS, Section 21.05, Contractor's Notification of Change to Certain Contract Provisions to replace it with the following:
Subject to the following restrictions, without prior approval, Contractor may transfer money between budget categories and must provide the System Agency Contract Manager with prior notification of this transfer. No budget category transfer or cumulative transfers may exceed 25% of the total contract value or $100,00, whichever is less. If the budget transfer(s) exceeds $100,000, alone or cumulatively, prior written approval from the System Agency is required. If the budget transfer(s) exceeds 25% of the total contract value, alone or cumulatively, a formal contract amendment is required.

X. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

XI. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

TEXAS
Department of State Health Services

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Document Information: DCPS-2017-TB/PC-ST-00020
Parent Information: DCPS-2016-TB/PC-ST-00020
Details

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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name *	Ramon Garcia
Email *	ramon.garcia@co.hidalgo.tx.us
Telephone *	(956) 318-2600

FFATA Contact Person #2

Name *	Ray Eufracio
Email *	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone *	(956) 318-2511

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Last Completed By	Last Submitted By
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification		
	Signature Page	Sharp, Kathy - DCPS 7/6/2016 8:07:41 AM	

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TEXAS
Department of State Health Services

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Document Information: DCPS-2017-TB/PC-ST-00020
Parent Information: DCPS-2016-TB/PC-ST-00020
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BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-001417-01
Proposal ID: DCPS-2017-TB/PC-ST-00020

Program ID: TB/PC-STATE
Procurement ID: GST-2012-Solicitation-00061
Procurement Name: FY14 TB State

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$444,127	$88,604	$0	$532,731
Fringe Benefits	$161,396	$32,199	$0	$193,595
Travel	$0		$0	$0
Equipment	$0		$0	$0
Supplies	$38	$309	$0	$347
Contractual	$0		$0	$0
Other	$0		$0	$0
Total Direct Costs	$605,561	$121,112	$0	$726,673
Indirect Costs	$0		$0	$0
Totals:	**$605,561**	**$121,112**	**$0**	**$726,673**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $605,561

Required Match Percentage: 20%

Required Match Amount: $121,112

Calculated Match Amount: $121,112

Source of Cash Match Funds
Personnel, Fringe and Supplies

30 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $20,000

Source of Earnings
Medicaid

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

Total Projected Non DSHS Funding: $0

Navigation Links

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	Budget Summary		Sharp, Kathy - DCPS 6/25/2016 10:03:54 AM	Sharp, Kathy - DCPS 7/6/2016 5:25:01 PM
	Personnel Category Detail		Sharp, Kathy-Contractor 7/6/2016 7:21:54 AM	Sharp, Kathy - DCPS 7/6/2016 5:23:31 PM
	Travel Category Detail			
	Equipment Category Detail			
	Supplies Category Detail		Sharp, Kathy-Contractor 7/6/2016 7:34:37 AM	Sharp, Kathy - DCPS 7/6/2016 5:22:54 PM
	Contractual Category Detail			
	Other Category Detail			
	Indirect Costs Category Detail			

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TB CONTROL FY 17 (STATE)
Grant Application
Salary Budget
09/01/2016 - 08/31/2017
For Budget Purposes Only

T:\B Control FY 17 (program use)\

											Hourly Rate				2016	2017				Fringes				Insurance			
Slot #	Position Title	2016 Payroll Salary	2016 Budgetd Salary With 0% COLA	2016 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monthly Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.6050%)	Workers Comp (.8094%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,874.00	10,252.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	696	1,392	16,594.92	33,189.83	49,784.75	4,148.73	37,836.41	2,894.49	4,256.60	189.18	355.65	4,687.68	28.55	12,412.15	50,248.57
G002	Outreach Specialist I	27,825.00	27,825.00	27,825.00	1,297.00	1,835.00	24,753.00	24,753.00	0.11	0.89	13.3774	13.3774	696	1,392	9,310.67	18,621.35	27,932.02	2,327.67	24,859.50	1,901.75	2,796.69	124.30	233.68	5,488.52	33.43	10,079.97	35,439.47
G004	Billing Specialist II	25,659.00	25,659.00	25,659.00	-	-	25,659.00	25,659.00	-	1.00	12.3361	12.3361	696	1,392	8,585.90	17,171.79	25,757.69	2,146.47	25,757.69	1,970.46	2,897.74	128.79	242.12	6,168.00	37.56	11,444.67	37,202.36
G005	Billing Specialist II	25,659.00	25,659.00	25,659.00	-	-	25,659.00	25,659.00	-	1.00	12.3361	12.3361	696	1,392	8,585.90	17,171.79	25,757.69	2,146.47	25,757.69	1,970.46	2,897.74	128.79	242.12	6,168.00	37.56	11,444.67	37,202.36
G006	TB Program Manager	72,870.00	72,870.00	72,870.00	-	-	72,870.00	72,870.00	-	1.00	35.0337	35.0337	696	1,392	24,383.42	48,766.85	73,150.27	6,095.86	73,150.27	5,596.00	8,229.41	365.75	687.61	6,168.00	37.56	21,084.33	94,234.59
G008	TB Registered Nurse	62,475.00	62,475.00	62,475.00	-	-	62,475.00	62,475.00	-	1.00	30.0361	30.0361	696	1,392	20,905.10	41,810.19	62,715.29	5,226.27	62,715.29	4,797.72	7,055.47	313.58	589.52	6,168.00	37.56	18,961.85	81,677.14
G009	Clerk III	27,120.00	27,120.00	27,120.00	-	-	27,120.00	27,120.00	-	1.00	13.0385	13.0385	696	1,392	9,074.77	18,149.54	27,224.31	2,268.69	27,224.31	2,082.66	3,062.73	136.12	255.91	6,168.00	37.56	11,743.98	38,968.29
G010	Limited Medical Radiologic Technologist	36,453.00	36,453.00	36,453.00	-	-	36,453.00	36,453.00	-	1.00	17.5255	17.5255	696	1,392	12,197.73	24,395.47	36,593.20	3,049.43	36,593.20	2,799.38	4,116.74	182.97	343.98	6,168.00	37.56	13,648.62	50,241.82
G011	Licensed Vocational Nurse III	49,593.00	49,593.00	49,593.00	-	-	49,593.00	49,593.00	-	1.00	23.8428	23.8428	696	1,392	16,594.58	33,189.16	49,783.74	4,148.65	49,783.74	3,808.46	5,600.67	248.92	467.97	6,168.00	37.56	16,331.57	66,115.31
G012	Clerk III	25,462.00	25,462.00	25,462.00			25,462.00	25,462.00		1.00	12.2413	12.2413	696	1,392	8,519.98	17,039.65	25,559.93	2,129.99	25,559.93	1,955.33	2,875.49	127.80	240.26	6,168.00	37.56	11,404.45	36,964.38
G013	TB Outreach Worker / Medical Assistant	30,546.00	30,546.00	30,546.00	-	-	30,546.00	30,546.00	-	1.00	14.6856	14.6856	696	1,392	10,221.16	20,442.32	30,663.48	2,555.29	30,663.48	2,345.76	3,449.84	153.32	288.24	6,168.00	37.56	12,442.71	43,106.19
G014	TB Outreach Worker / Medical Assistant	30,546.00	30,546.00	30,546.00	-	-	30,546.00	30,546.00	-	0.79	14.6856	14.6856	696	1,392	10,221.16	20,442.32	30,663.48	2,555.29	24,224.15	1,853.15	2,725.22	121.12	227.71	4,872.72	29.67	9,829.59	34,053.73
		463,802.00	**463,802.00**	**463,802.00**	**3,111.00**	**12,087.00**	**448,604.00**	**448,604.00**							**155,195.28**	**310,390.57**	**465,585.85**	**38,798.81**	**444,125.66**	**33,575.61**	**49,964.14**	**2,220.63**	**4,174.78**	**70,561.92**	**429.69**	**161,326.77**	**605,452.43**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 05/11/2016
2 A 0% cost of living increase is budgeted from 01/01/17 to 08/31/17. (pending CC approval)
3 2016 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 16.
5 Health Insurance premium is at $514.00 / month per employee ($514.00 * 12 = $6,168.00)

5

6

New position of Salary Planning to be paid from employee vacancy savings

G014	TB Outreach Worker / Medical Assistant	30,546.00	30,546.00	30,546.00	-	-	30,546.00	30,546.00	-	0.21	14.6856	14.6856	696	1,392	10,221.16	20,442.32	30,663.48	2,555.29	6,439.33	492.61	724.42	32.20	60.53	1,295.28	7.89	2,613.93	9,053.26

Prepared by Mike Escamilla
HCNHSD
04/26/2016

					Local Match						Hourly Rate				2016	2017	Local Match			Local Match Fringes							
																				Fringes				Insurance			
Slot #	Position Title	2015 Payroll Salary	2016 Budgeted Salary With 0% COLA	2016 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monthly Salary	TB Grant Projected Salaries	FICA (7.65%)	Retirement (11.25%)	Unemployment (.59%)	Workers Comp (.84%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G001	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,874.00	10,252.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	696	1,392	16,594.92	33,189.83	49,784.75	4,148.73	37,636.41	3807.64	5,364.18	80.63	113.08	1,508.51	8.58	11,883.22	49,519.72
G002	Outreach Specialist I	27,825.00	27,825.00	27,825.00	1,237.00	1,835.00	24,753.00	24,753.00	0.11	0.89	13.3774	13.3774	696	1,392	9,310.67	18,621.35	27,932.02	2,327.67	24,859.50	238.01	345.60	15.38	26.86	660.97	4.15	1,300.96	4,581.96
0125	Registered Nurse V	67,472.00	67,472.00	67,472.00	1,879.00	65,593.00	-	-	0.71	-	32.4385	32.4385	2,088	0	48,089.37	-	48,089.37	5,622.67	-	3,678.84	7,590.60	337.36	634.24	4,379.28	26.67	16,646.98	64,736.35
0029	TB Record Manager	40,747.00	40,747.00	40,747.00	-	40,747.00	-	-	0.63	-	19.5899	19.5899	2,088		25,769.34	-	25,769.34	3,395.58	-	1,971.35	4,584.04	203.74	383.50	3,385.84	23.66	11,051.85	36,820.93
			-	-				-																			
			-	-				-																			
		185,638.00	185,638.00	185,638.00	4,990.00	118,427.00	62,221.00								99,764.30	51,811.18	151,575.48	15,494.65	62,595.91	6,812.84	13,884.41	617.09	1,160.12	10,454.20	63.66	32,992.32	122,649.63

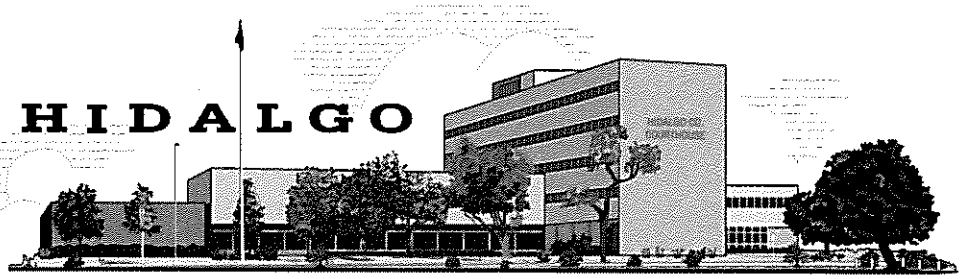
89,056.71
32,992.32
122,049.03

FY 2015			FY 2016		
Program Income	09/01/2014 to 12/31/2014	12,127.38	Program Income	09/01/2015 to 12/31/2015	5,427.74
	01/01/2015 to 08/31/2015	24,787.48		01/01/2016 to 06/30/2016	11,430.72
		36,914.86			16,858.46

Projection for Year: 20,230.15

Prepared by Mike Escaname
HCHHSD
04/26/2016

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 5, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $20,000.00 to be generated by the Hidalgo County Health & Human Services Department for the Tuberculosis Prevention and Control FY16 Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY, JUDGE, 92ND D.C. | ROBOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 398TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

AI-55564

Health & Human Services
Dept. 19. F.

CC - REGULAR

Meeting Date:	08/09/2016
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 accept the TB/PC State grant contract amendment #2016-001417-01. The purpose of the amendment is to amend certain contractual language as set forth in the contract, to add the FY 17 award allocation of $605,561 and to extend the end of the contract term to August 31, 2017.
2. Requesting approval for County Judge to e-sign the TB/PC State grant contract amendment and related document.
3. Requesting approval of the Certification of Revenue in the amount of $605,561.00.
4. Requesting approval of the budget appropriation in the amount of $605,561.00 in grant funds and $121,112.00 in local matching funds.
5. Requesting approval of the salary schedule.

TB Control Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $20,000.00 for the TB Control program income.
2. Requesting approval of the budget appropriation in the amount of $20,000.00.

BACKGROUND

08/18/15 - AI-50832 - Acceptance of TB/PC State FY 16 grant contract.
04/26/16 - AI-54328 - Approval to submit request for TB/PC State FY 17 Allocation.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-10-340-008-6-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	Y

BUDGETARY IMPACT:

TB State Grant Award FY 17 = $605,561.00
Required local match = $121,112.00 (20%)
Reserved during the 2016 budget process. Reference account #6-1100-491-01-000-293-7-891 = $121,112.00.

Attachments

TB PC Amendment

Budget Appropriation

Salaries and Fringes Projection

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2016 10:17 AM
Final Approval		
Form Started By: Mike Escaname		Started On: 07/22/2016 04:08 PM

Minerva Diaz

From:	Mike Escaname [miguel.escaname@hchd.org]
Sent:	Saturday, July 23, 2016 9:59 AM
To:	minerva.diaz@auditor.co.hidalgo.tx.us
Subject:	Request - Certification of Revenue - $605,561.00 - TB Control (State) & $20,000.00 TB Program Income
Attachments:	AI-55564 Acceptance of TB Control FY 17 Award 080916.pdf; 2016-001417-01 TB PC State FY 16 Amendment.pdf

Minerva,

We will present AI-55564 to CC on 08/09/16. I'd appreciate if you can arrange for a Certification of Revenue in the amount of $605,561.00 for the grant award and $20,000.00 for the projected program income.

Let me know if you have any questions.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DATE: September 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-008-6-XXX T. B. Control (State)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-008-6-113	T.B. Control - Reg F/T Employees	$ 532,731.00
Fringes		
6-1293-441-10-340-008-6-211	T.B. Control - Health Insurance	$ 84,726.00
6-1293-441-10-340-008-6-212	T.B. Control - Life Insurance	$ 502.00
6-1293-441-10-340-008-6-220	T.B. Control - FICA	$ 40,755.00
6-1293-441-10-340-008-6-230	T.B. Control - Retirement	$ 59,935.00
6-1293-441-10-340-008-6-250	T.B. Control - Unemployment Comp	$ 2,667.00
6-1293-441-10-340-008-6-260	T.B. Control - Workers Comp	$ 5,010.00
Travel		
Supplies		
6-1293-441-10-340-008-6-610	T.B. Control - General Supplies	$ 347.00
	TOTAL APPROPRIATION	$ 726,673.00
6-1293-334-10-340-008-6-000	T.B. Control - Revenue	$ 605,561.00
6-1293-391-01-000-100-7-000	Transfers In - General Fund (DO NOT POST)	$ 121,112.00
6-1100-491-01-000-293-7-891	Transfers Out - Health Grants (DO NOT POST)	$ 121,112.00
	TOTAL APPROPRIATION	$ 726,673.00

REASON: To appropriate the T.B. Control grant award allocation for the period of 09/01/2016 through 08/31/2017. (Includes the Local Match for the same period)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 1, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-10-340-008-6-XXX T.B. Control (State) Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-10-340-008-6-113	T.B. Control - Reg F/T Employees	$ 6,440.00
Fringes		
6-1293-441-10-340-008-6-211	T.B. Control - Health Insurance	$ 1,296.00
6-1293-441-10-340-008-6-212	T.B. Control - Life Insurance	$ 8.00
6-1293-441-10-340-008-6-220	T.B. Control - FICA	$ 493.00
6-1293-441-10-340-008-6-230	T.B. Control - Retirement	$ 725.00
6-1293-441-10-340-008-6-250	T.B. Control - Unemployment Comp	$ 33.00
6-1293-441-10-340-008-6-260	T.B. Control - Workers Comp	$ 61.00
Travel		
6-1293-441-10-340-008-6-581	T.B. Control - Travel In County	$ 500.00
6-1293-441-10-340-008-6-583	T.B. Control - Travel Out of County	$ 1,000.00
Supplies		
6-1293-441-10-340-008-6-610	T.B. Control - General Supplies	$ 7,444.00
Other		
6-1293-441-10-340-008-6-339	T.B. Control - Other Professional Services	$ 500.00
6-1293-441-10-340-008-6-550	T.B. Control - Printing & Binding	$ 1,000.00
6-1293-441-10-340-008-6-584	T.B. Control - Registration	$ 500.00
	TOTAL APPROPRIATION	$ 20,000.00
6-1293-345-40-340-008-6-000	T.B. Control - Program Income Revenue	$ 20,000.00
	TOTAL APPROPRIATION	$ 20,000.00

REASON: To appropriate the projected program income funds for the T.B. Control program period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 01

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2016-001417-00 (Contract), which was effective on September 1, 2015. This Contract has been not been amended prior to this Amendment.

I. The Parties agree to amend Section II of this Contract to add SIX HUNDRED FIVE THOUSAND FIVE HUNDRED SIXTY ONE DOLLARS ($605,561.00) to increase the total amount that the Contract will not exceed to ONE MILLION TWO HUNDRED ELEVEN THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS ($1,211,122.00).

II. The Parties agree to amend Section IV this Contract to extend the end of the Contract term to August 31, 2017.

III. The Parties agree that the amended Contract will be denominated Contract No. 2016-001417-01 for administrative purposes.

IV. The Parties agree to amend Section 7-A PROVISION OF SERVICES of this Contract by adding the following:

The Contractor may, at its discretion, elect to provide directly observed therapy (DOT) using a video platform. To the extent Contractor elects to utilize DOT using a video platform, it comply with the requirements outlined in the Requirement and Recommendation Guidance Document for Video DOT located at http://www.texastb.org.

V. The Parties agree to delete in its entirety Section 7-C MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT of this Contract and replace it with the following:

Contractor shall order TB medications through DSHS-enabled pharmacy ordering system. Contractor shall ensure that TB medications purchased with DSHS TB Branch funds are used in a prudent manner that contributes to disease control in their service area and shall not be distributed to other entities.

Contractor shall monitor and manage its usage of medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a 1-month supply and based on the number of patients receiving treatment.

Between the first and the seventh working day of every month, the Contractor shall perform a physical count of its inventory of medications and supplies furnished by DSHS and appropriately reconcile the quantities by product and lot number in the Inventory Tracking Electronic and Asset Management System (ITEAMS). Failure to reconcile in ITEAMS may prohibit release of medications. All DSHS-purchased medications shall be stored properly and securely, in accordance with manufacturer's instructions (refer to TB Work Plan, Section V).

Products that have not been used in nine (9) months, or will not be used in nine (9) months shall be returned to DSHS Pharmacy or transferred to another TB program where the demand may be greater and recorded in ITEAMS.

Contractor shall obtain a TB expert physician consultation and approval from the TB Branch prior to

ordering the following second-line medications:
•Injectable Agents: capreomycin, kanamycin, amikacin, streptomycin;
•Fluoroquinolones: levofloxacin (Levoquin), ciprofloxacin, moxifloxacin, ofloxacin;
•Bacteriostatic Agents: ethionamide, para-aminosalicylic acid, cycloserine; and
•Other Agents: clofazamine, linezolid, bedaquiline, clarithromycin, amoxicillin.
Contractor may distribute Purified Protein Derivative (PPD) and syringes for TB skin testing to correctional facilities that meet Texas Health and Safety Code, Chapter 89 requirements. Contractor shall monitor distribution of these items in accordance with screening activities submitted on the correctional monthly report.

VI. The Parties agree to delete in its entirety Section 7-D
USE OF INTERFERON GAMMA RELEASE ASSAY TESTS of this Contract and replace it with the following:

I. Perform tuberculosis screenings using DSHS-supplied interferon gamma release assays (IGRA). DSHS reserves the right to select either T-SPOT®.TB and/or QuantiFERON®–TB Gold in-tube tests for the following populations in accordance with DSHS-approved age requirements:
a. TB suspects;
b. TB cases;
c. Contacts to TB suspects and cases – Consultation with the TB Branch is required for contact investigations in which 50 or more persons are targeted for screening;
d. Targeted testing except screening in correctional facilities – Monthly screening reports shall be submitted in accordance with reporting schedule; and
e. Routine screening of employees providing TB services.

2. IGRA testing products/supplies supported by DSHS funds shall not be provided to any organization or establishment without documented approval from the TB Branch.

VII. The Parties agree to amend Section 7-F REPORTING of this Contract by adding the following:

1. Provide a complete and accurate Annual Progress Report covering the period from January to December 2016, in the format provided by DSHS, demonstrating compliance with requirements of the contract during that time period. The report shall include, but is not limited to, a detailed analysis of performance related to the performance measures (see Section II FY16 Performance Measures).

2. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due March 15, 2017, and shall be sent to the TB Reporting Mailbox at TBContractReporting@dshs.state.tx.us (refer to TB Work Plan, Section IX, O). Any individual-level patient data must be sent via the PHIN. Contractors can mail the Annual Progress Report to their DSHS Health Service Region (HSR) thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to a DSHS HSR, the deadline for submission to the TB Branch remains unchanged.

VIII. The Parties agree to amend Section 7- Performance Measures of this Contract by adding the following:

1. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 82.9% is required. If fewer than 82.9% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

2. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT).
For FY17 reporting, data will cover all cases from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 91.6% is required.
If data indicates a compliance percentage for this Performance Measure of less than 91.6%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

3. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 93.4% is required. If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

4. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.
For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 91.5% is required.
If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

5. Newly-reported cases of TB with AFB positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 95% is required. If data indicates a compliance percentage for this Performance Measure of less than 95%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS.

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less.*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB. For FY17 reporting, data will cover all cases from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 87% is required. If data indicates a compliance percentage for this Performance Measure of less than 87%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

7. Increase the proportion of culture-confirmed TB cases with a genotyping result reported. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 94.2% is required. If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

8. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 97.8% is required. If data indicates a compliance percentage for this Performance Measure of less than 97.8%,

then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

9. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 92% is required. If data indicates a compliance percentage for this Performance Measure of less than 92%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

10. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TBI and disease. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 82.5% is required. If data indicates a compliance percentage for this Performance Measure of less than 82.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

11. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI shall be started on timely and appropriate treatment. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 70% is required. If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment shall complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 50% is required. If data indicates a compliance percentage for this Performance Measure of less than 50%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate a medical evaluation within 30 days of arrival. Arrival is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 62% is required. If data indicates a compliance percentage for this Performance Measure of less than 62%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate and complete a medical evaluation within 90 days of arrival. For FY17 reporting data will be drawn from calendar year 2016 (1/1/2016-12/31/2016). A compliance percentage of not less than 60% is required.If data indicates a compliance percentage for this Performance Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US, increase the proportion who start treatment. For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance

percentage of not less than 64% is required. If data indicates a compliance percentage for this Performance Measure of less than 64%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

16. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TB infection during evaluation in the US and started on treatment, increase the proportion who complete treatment for TB infection. For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 70% is required. If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, due March 15, 2017, a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach

IX. The Parties agree to amend Section 16 of this Contract to add the following:
General Provisions, ARTICLE XXI. PROGRAM OPERATIONS, Section 21.05, Contractor's Notification of Change to Certain Contract Provisions to replace it with the following:
Subject to the following restrictions, without prior approval, Contractor may transfer money between budget categories and must provide the System Agency Contract Manager with prior notification of this transfer. No budget category transfer or cumulative transfers may exceed 25% of the total contract value or $100,00, whichever is less. If the budget transfer(s) exceeds $100,000, alone or cumulatively, prior written approval from the System Agency is required. If the budget transfer(s) exceeds 25% of the total contract value, alone or cumulatively, a formal contract amendment is required.

X. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

XI. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

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Document Information: DCPS-2017-TB/PC-ST-00020
Parent Information: DCPS-2016-TB/PC-ST-00020
Details

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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name *	Ramon Garcia
Email *	ramon.garcia@co.hidalgo.tx.us
Telephone *	(956) 318-2600

FFATA Contact Person #2

Name *	Ray Eufracio
Email *	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone *	(956) 318-2511

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

correct to the best of my knowledge.

E-Signature Date

Navigation Links

Seq.	Page Name	Verified By	Last Modified By
1	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification		
2	Signature Page	Sharp, Kathy - DCPS 7/6/2016 8:07:41 AM	

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TEXAS
Department of State Health Services

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Document Information: DCPS-2017-TB/PC-ST-00020
Parent Information: DCPS-2016-TB/PC-ST-00020
Details

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BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-001417-01
Proposal ID: DCPS-2017-TB/PC-ST-00020

Program ID: TB/PC-STATE
Procurement ID: GST-2012-Solicitation-00061
Procurement Name: FY14 TB State

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$444,127	$88,604	$0	$532,731
Fringe Benefits	$161,396	$32,199	$0	$193,595
Travel	$0		$0	$0
Equipment	$0		$0	$0
Supplies	$38	$309	$0	$347
Contractual	$0		$0	$0
Other	$0		$0	$0
Total Direct Costs	$605,561	$121,112	$0	$726,673
Indirect Costs	$0		$0	$0
Totals:	**$605,561**	**$121,112**	**$0**	**$726,673**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $605,561

Required Match Percentage: 20%

Required Match Amount: $121,112

Calculated Match Amount: $121,112

Source of Cash Match Funds
Personnel, Fringe and Supplies

30 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $20,000

Source of Earnings
Medicaid

8 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

Total Projected Non DSHS Funding: $0

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Budget Summary		Sharp, Kathy - DCPS 6/25/2016 10:03:54 AM	Sharp, Kathy - DCPS 7/6/2016 5:25:01 PM
	Personnel Category Detail		Sharp, Kathy-Contractor 7/6/2016 7:21:54 AM	Sharp, Kathy - DCPS 7/6/2016 5:23:31 PM
	Travel Category Detail			
	Equipment Category Detail			
	Supplies Category Detail		Sharp, Kathy-Contractor 7/6/2016 7:34:37 AM	Sharp, Kathy - DCPS 7/6/2016 5:22:54 PM
	Contractual Category Detail			
	Other Category Detail			
	Indirect Costs Category Detail			

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TB CONTROL FY 17 (STATE)
Grant Application
Salary Budget
09/01/2016 - 08/31/2017
For Budget Purposes Only

TB Control FY 17 (program 304)

											Hourly Rate				2016	2017				Fringes				Insurance			
Slot #	Position Title	2016 Payroll Salary	2016 Budgeted Salary With 0% COLA	2016 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 09/01/16 - 12/31/16	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monthly Salary	TB Grant Projected Salaries	FICA (7.65%)	Retirement (11.25%)	Unemployment (.0058%)	Workers Comp (.0094%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,874.00	10,252.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	696	1,392	16,594.92	33,189.83	49,784.75	4,148.73	37,835.41	2,894.49	4,256.60	189.18	355.66	4,687.68	28.55	12,412.16	50,248.57
G002	Outreach Specialist I	27,825.00	27,825.00	27,825.00	1,237.00	1,835.00	24,753.00	24,753.00	0.11	0.89	13.3774	13.3774	696	1,392	9,310.67	18,621.35	27,932.02	2,327.67	24,859.50	1,901.75	2,796.69	124.30	233.68	5,489.52	33.43	10,579.37	35,439.87
G004	Billing Specialist II	25,659.00	25,659.00	25,659.00	-	-	25,659.00	25,659.00	-	1.00	12.3361	12.3361	696	1,392	8,585.90	17,171.79	25,757.69	2,146.47	25,757.69	1,970.46	2,897.74	128.79	242.12	6,168.00	37.56	11,444.57	37,202.26
G005	Billing Specialist II	25,659.00	25,659.00	25,659.00	-	-	25,659.00	25,659.00	-	1.00	12.3361	12.3361	696	1,392	8,585.90	17,171.79	25,757.69	2,146.47	25,757.69	1,970.46	2,897.74	128.79	242.12	6,168.00	37.56	11,444.57	37,202.26
G006	TB Program Manager	72,870.00	72,870.00	72,870.00	-	-	72,870.00	72,870.00	-	1.00	35.0337	35.0337	696	1,392	24,383.42	48,766.85	73,150.27	6,095.86	73,150.27	5,596.00	8,229.41	365.75	687.61	6,168.00	37.56	21,084.33	94,234.59
G008	TB Registered Nurse	62,475.00	62,475.00	62,475.00	-	-	62,475.00	62,475.00	-	1.00	30.0361	30.0361	696	1,392	20,905.10	41,810.19	62,715.29	5,226.27	62,715.29	4,797.72	7,055.47	313.58	589.52	6,168.00	37.56	18,961.85	81,677.14
G009	Clerk III	27,120.00	27,120.00	27,120.00	-	-	27,120.00	27,120.00	-	1.00	13.0385	13.0385	696	1,392	9,074.77	18,149.54	27,224.31	2,268.69	27,224.31	2,082.66	3,062.73	136.12	255.91	6,168.00	37.56	11,743.98	38,968.29
G010	Limited Medical Radiologic Technologist	36,453.00	36,453.00	36,453.00	-	-	36,453.00	36,453.00	-	1.00	17.5255	17.5255	696	1,392	12,197.73	24,395.47	36,593.20	3,049.43	36,593.20	2,799.38	4,116.74	182.97	343.98	6,168.00	37.56	13,648.62	50,241.82
G011	Licensed Vocational Nurse III	49,593.00	49,593.00	49,593.00	-	-	49,593.00	49,593.00	-	1.00	23.8428	23.8428	696	1,392	16,594.58	33,189.16	49,783.74	4,148.65	49,783.74	3,808.46	5,600.67	248.92	467.97	6,168.00	37.56	16,331.57	66,115.31
G012	Clerk III	25,462.00	25,462.00	25,462.00			25,462.00	25,462.00		1.00	12.2413	12.2413	696	1,392	8,519.98	17,039.95	25,559.93	2,129.99	25,559.93	1,955.33	2,875.49	127.80	240.26	6,168.00	37.56	11,404.44	36,964.38
G013	TB Outreach Worker / Medical Assistant	30,546.00	30,546.00	30,546.00	-	-	30,546.00	30,546.00	-	1.00	14.6856	14.6856	696	1,392	10,221.16	20,442.32	30,663.48	2,555.29	30,663.48	2,345.76	3,449.64	153.32	288.24	6,168.00	37.56	13,442.51	44,106.00
G014	TB Outreach Worker / Medical Assistant	30,546.00	30,546.00	30,546.00	-	-	30,546.00	30,546.00	-	0.79	14.6856	14.6856	696	1,392	10,221.16	20,442.32	30,663.48	2,555.29	24,224.15	1,853.15	2,725.22	121.12	227.71	4,872.72	29.67	9,828.59	34,052.73
		463,802.00	**463,802.00**	**463,802.00**	**3,111.00**	**12,087.00**	**448,604.00**	**448,604.00**							**155,198.28**	**310,396.57**	**465,594.85**	**38,798.61**	**444,125.68**	**33,975.61**	**49,964.14**	**2,220.63**	**4,174.78**	**70,561.92**	**429.69**	**161,326.77**	**605,452.43**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 05/11/2016
2 A 0% cost of living increase is budgeted from 01/01/17 to 08/31/17. (pending CC approval)
3 2016 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 16.
5 Health insurance premium is at $514.00 / month per employee ($514.00 * 12 = $6,168.00)

5

6

This position's salary / benefits to be paid from maintain income budget:

G014	TB Outreach Worker / Medical Assistant	30,546.00	30,546.00	30,546.00	-	-	30,546.00	30,546.00	-	0.21	14.6856	14.6856	696	1,392	10,221.16	20,442.32	30,663.48	2,555.29	6,439.33	492.61	724.42	32.20	60.53	1,295.28	7.89	2,613.93	9,053.26

Prepared by Mike Escaname
HCHHSD
04/26/2016

					Local Match						Hourly Rate				2016	2017	Local Match			Local Match Fringes							
																				Fringes				Insurance			
Slot #	Position Title	2015 Payroll Salary	2016 Budgeted Salary With 0% COLA	2016 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Program) (current)	Salary (TB Program) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2015	# of Hours in 2017	Salary Amount from 09/01/15 - 12/31/15	Salary Amount from 01/01/17 - 08/31/17	Fiscal Year Salary Amount 09/01/16 - 08/31/17	Monthly Salary	TB Grant Projected Salaries	FICA (7.65%)	Retirement (11.25%)	Unemployment (1.50%)	Workers Comp (.84%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G001	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,874.00	10,252.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	696	1,392	16,594.92	33,189.83	49,784.75	4,148.73	37,836.41	927.64	1,364.18	60.67	113.68	1,508.11	8.18	3,982.46	19,109.72
G002	Outreach Specialist I	27,825.00	27,825.00	27,825.00	1,237.00	1,835.00	24,753.00	24,753.00	0.11	0.89	13.3774	13.3774	696	1,392	9,310.67	18,621.35	27,932.02	2,327.67	24,859.50	235.01	345.60	15.36	28.80	382.97	4.15	1,009.96	4,367.96
0125	Registered Nurse V	67,472.00	67,472.00	67,472.00	1,879.00	65,593.00	-	-	0.71	-	32.4385	32.4385	2,088	0	48,089.37	-	48,089.37	5,622.67	-	3,678.84	7,590.60	337.36	634.24	4,379.28	26.67	16,646.99	64,736.35
0029	TB Record Manager	40,747.00	40,747.00	40,747.00	-	40,747.00	-	-	0.63	-	19.5899	19.5899	2,088		25,769.34	-	25,769.34	3,395.58	-	1,971.35	4,584.04	203.74	383.07	3,585.94	23.66	11,251.80	36,933.80
			-					-																			
			-					-																			
		185,638.00	185,638.00	185,638.00	4,990.00	118,427.00	62,221.00								99,764.30	51,811.18	151,575.48	15,494.65	62,695.91	6,812.84	13,884.41	617.09	1,160.12	10,454.29	63.66	32,992.32	122,049.03

89,056.71
32,992.32
122,049.03

FY 2015
Program Income
09/01/2014 to 12/31/2014 12,127.38
01/01/2015 to 08/31/2015 24,787.48
36,914.86

FY 2016
Program Income
09/01/2015 to 12/31/2015 5,427.74
01/01/2016 to 06/30/2016 11,430.72
16,858.46

Projection for Year: 20,230.15

Prepared by Mike Escaname
HCHHSD
04/26/2016

AI-55765 **Public Defender's Office** **12. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Jaime Gonzalez, PUBLIC DEFENDERS

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Discussion, consideration and approval to appoint Janelie Ramos, UTRGV Student as volunteer Public Defender Intern for the period of August 29, 2016 through January 13, 2017.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Job Description
Waiver
Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 02:59 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Patti Loya		Started On: 08/05/2016 02:32 PM
Final Approval Date: 08/05/2016		

PUBLIC DEFENDER 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 standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

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

Registration, Certification, or License

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment
- Maintain mental capacity which permits:
  - making sound decisions and using good judgment
  - demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

SALARY: Unpaid

DURATION OF INTERN: Six (6) months to one (1) year

SUPERVISED BY: Chief Public Defender, or as assigned

Location: Hidalgo County Public Defender's Office – 100 N. Closner – 5th Floor – Edinburg, Texas.

Hidalgo County Internship Policy

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Janelie Ramos, agree to participate in an internship with The County of Hidalgo, Texas in either a paid or unpaid capacity, 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 UTRGV.

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Internship Policy, Personnel Policy Manual and/or Civil Service Commission Rules. I understand that I may or may not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement in 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.

Janelie Ramos
Signature

7-28-16
Date

Schedule for Fall 2016 Intern

Intern: Janelie Ramos
Contact Info: 231-736-4357 • janelie.ramos01@utrgv.edu

Monday	Wednesday	Friday	Total hrs/wk
8am-12pm	8am-12pm	8am-12pm	12 hours

Start: week of August 29th, 2016
end: 2nd week of January, 2017

Janelie Ramos 8-2-16

AI-55607 **IT Department** **13. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

PLANNING DEPARTMENT/PURCHASING DEPARTMENT
Authorization and approval to upgrade existing equipment, service plans and to purchase new equipment with service plans through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Qty:	Description:	Employee/ID:	Service Plan:	Equipment:	MDN:
1	Upgrade Equipment	Jose Tovar	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	956-648-7780
1	Upgrade Equipment	Arturo Hernandez	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	956-515-6860
1	Upgrade Equipment & Serv. Plan	Office Use	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	956-358-8579
1	Upgrade Equipment & Serv. Plan	Efrain Ceballos	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	956-648-7006
1	Upgrade Equipment	Office Use	Nationwide Talk Unl. Anytime Mins @ $53.89 + Taxes/fees @ $5.00 = $58.89 per month	Kyocera DuraXV @ $0	956-358-8660
1	New Activations	Guillermo Rodriguez	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	New
1	New Activations	Julio Ruiz	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	New
1	New Activations	Humberto Garza	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	New
1	New Activations	Eli Villegas	Nationwide Unl. Anytime Mins Email & Data+Messaging @ $115.49 + Taxes/fees @ $5.00 = $120.49 per month	iPhone SE 16gb @ $0	New

Qty:	Description:	Employee/ID:	Equipment:	MDN:
3	Equipment Upgrades	Purchasing Office Use	Kyocera Dura XV @ $0	956-457-1132, 956-289-0752 & 956-515-8976

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-419-10-210-001-0-532

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

BUDGETARY IMPACT:

Funding available through requisition #299022 as of 8/5/2016.

Attachments

Quote
Requisition
Request Forms

Purchasing Dept. Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 02:12 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Griselda Salazar		Started On: 07/27/2016 03:45 PM
Final Approval Date: 08/05/2016		

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

Date: July 27, 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	16727151049
DATE	7/27/2016
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
NATIONWIDE UNLIMITED ANYTIME MINS EMAIL & DATA+MESSAGING $149.99 0208 (Must Add Feature Code 73502)	8	$115.49	Unlimited	Unlim Voice, Txt/Pix/Flix &	Unlimited	n/a	$923.92	$11,087.04
NATIONWIDE TALK UNLIMITED ANYTIME MINUTES $69.99 0110	1	$53.89	Unlimited	N	N	n/a	$53.89	$646.68
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
	9						$977.81	$11,733.72

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
		$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

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)]: $11,733.72

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
iPhone SE 16gb (PP $20+, plus required BB/PDA bolt on feature.)	8	$0.00	$0.00
Kyocera DuraXV, XV+ (PP $14.99+)	1	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	9		$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)]:	$977.81	$11,733.72
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$11,733.72

3Q16 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 16727151049

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

Requisition

Req # 00299022

PO #

Date: 05/19/16

Bill To: x
x

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

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req. 58

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR SDD-1779; Quote ID #1672151049; Open PO for 5 existing cell phones which were approved on Agenda Item AI-39864 on 08/16/13. (NIGP 91575): 1. (956)648-7780-Jose Tovar; 2. (956)515-6860-Arturo A. Hernandez; 3. (956)358-8660-Office Use-Mission; 4. (956)358-8579-Office Use-Edinburg; and 5. (956)648-7006-Efrain Ceballos Including in this Open P.O. are 4 new Cell Phone lines under DIR SDD-1779. (NIGP 91575) DO NOT DUPLICATE ORDER		
5.00	MONTH	Open PO for 4 existing lines with Nationwide UNL Min+Email & Data Cell Phone Service Plans ($115.49 Monthly Fee x 4 Lines=$461.96 Monthly fee x 5 months=$2,309.80)(August-December, 2016) which are: (956)648-7780-Jose Tovar, (956)515-6860-Arturo Hernandez, (956)358-8579-Office Use and (956)648-7006-Efrain Ceballos.	461.96	2,309.80
5.00	MONTH	Open P.O. for One Existing Line, (956)358-8660-Office Use) with Nationwide Talk & Text UNL ($69.29 Monthly Fee x 5 Months=$346.45)(August-December, 2016) (NIGP 91575)	53.89	269.45
5.00	MONTH	Open P.O. for 4 New Lines with Nationwide UNL Min+Email & Data (August-December, 2016) at $115.49 monthly fee x 4=$461.96 per month x 5 months=$2,309.80 (NIGP 91575)	461.96	2,309.80
5.00	MONTH	$5.00 Monthly Fee for Federal Taxes and Fees on Nine(9) Cell Phones; 9 phones x $5.00 =$45.00 x 5 months=$225.00 (August-December, 2016) (NIGP 96379)	45.00	225.00
1.00	EACH	IPhone SE 16gb(PP $20+, plus required BB/PDA bolt on feature) no cost-under contract (NIGP 83935)	.00	.00
1.00	EACH	Kyocera DuraXV, XV+ (PP $14.99+) No cost-under contract (NIGP 83935)	.00	.00
		Account No	Encumbrance	
		6-1100-419-10-210-001-0-532	5,114.05	
			Freight	.00
			Total	5,114.05
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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: Iphone	
☐ Plan Change		
☐ Delete Service		

Nationwide UNL Min+Email & Data **COUNTY OWNED WIRELESS DEVICE** VERIZON-Requesting New Phone

Office Use / Employee: Humberto Garza Employee ID# 100315 Signature: X

Department: Planning Dept#: 210

Quantity: 1

Service: $ 115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0- 532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0- 532 ~~619/664~~

Requisition Total: $5,114.05 **Requisition Number:** Req #299022

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	Print Name	Date
	Jorge J. Garcia	7/29/16

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

Signature	Print Name	Date
	Valde Guerra	8/3/16

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Anytime Mins. Email & Data + Msg @ $115.49 + 5.00 = $120.49 /month

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

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 Upgrade	☑ Other: Iphone	
☐ Plan Change		
☐ Delete Service		

UPGRADING CELL PHONE **COUNTY OWNED WIRELESS DEVICE** VERIZON (956)648-7780

Office Use / Employee: Jose R. Tovar Employee ID# 140619 Signature: Jose R. Tovar

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0 -532

Service: $5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0 532 ~~619/664~~

Requisition Total: $5,114.05 **Requisition Number:** Req # 299022

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	Print Name	Date
	Jorge J Garcia	7/29/16

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

Signature	Print Name	Date
	Valde Guerra	8/3/16

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Anytime Mins. Email & Data + Msg
@ $115.49 + 5.00 = $120.49 /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/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

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(Upgrade)	☑ Other: IPhone	
☐ Plan Change		
☐ Delete Service		

UPGRADING CELL PHONE **COUNTY OWNED WIRELESS DEVICE** VERIZON (956)515-6860

Office Use / Employee: Arturo A. Hernandez Employee ID# 180181 Signature: _____

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $ 115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0 -532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0 532 -619/664

Requisition Total: $5,114.05 **Requisition Number:** Req #299022

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	Print Name	Date
_____	Jose J Garcia	7/29/16

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

Signature	Print Name	Date
_____	Valde Guerra	8/3/16

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Anytime Mins. Email & Data + Msg.
@ $ 115.49 + 5.00 = $ 120.49/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/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

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 Upgrade	☑ Other: Convoy 3	
☐ Plan Change		
☐ Delete Service		

Nationwide Talk & Text UNL **COUNTY OWNED WIRELESS DEVICE** VERIZON(956)358-8660

Office Use / Employee: Office Use-Pct. 3 Substa. Employee ID# N/A Signature: N/A

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $ 53.89 /mo (x) 5 months = $269.45 Account: 6-1100-419-10-210-001-0 -532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0 532 -619/664

Requisition Total: $5,114.05 **Requisition Number:** Req #299022

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	Print Name	Date
	Jose J Garcia	7/29/16

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

Signature	Print Name	Date
	Valde Guerra	8/3/16

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Talk Unl Anytime Mins @ $53.89 + 5.00 = $58.89 /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/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

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 (Upgrade)	☑ Other: Iphone	
☑ Plan Change		
☐ Delete Service		

Nationwide UNL Min+Email & Data **COUNTY OWNED WIRELESS DEVICE** VERIZON (956)358-8579

Office Use / Employee: Office Use-Edinburg Employee ID# N/A Signature: N/A

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0 **-532**

Service: $5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0 532 **-619/664**

Requisition Total: $5,114.05 **Requisition Number:** Req #299022

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	Print Name	Date
[signature]	Jose J. Garcia	7/29/16

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

Signature	Print Name	Date
[signature]	Valde Guerra	8/3/16

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl Anytime Mins. Email & Data + Msg. @ $115.49 + 5.00 = $120.49 /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/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

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 (Upgrade)	☒ Other: Iphone	
☒ Plan Change		
□ Delete Service		

Nationwide UNL Min+Email & Data **COUNTY OWNED WIRELESS DEVICE** VERIZON (956)648-7006

Office Use / Employee: Efrain Ceballos Employee ID# 181722 Signature: X [signature]

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $ 115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0 -532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0 532 ~~619/664~~

Requisition Total: $5,114.05 **Requisition Number:** Req. #299022

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]	Jorge J Garcia	7/29/16
Signature	Print Name	Date

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

[signature]	Valde Guerra	8/3/16
Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Anytime Mins. Email & Data + Msg. @ $ 115.49 + 5.00 = $120.49 /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/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

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: Iphone	
☐ Plan Change		
☐ Delete Service		

Nationwide UNL Min+Email & Data **COUNTY OWNED WIRELESS DEVICE** VERIZON-Requesting New Phone

Office Use / Employee: Guillermo Rodriguez Employee ID# 204170 Signature: X

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $ 115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0 -532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0 532 ~~-619/664~~

Requisition Total: $5,114.05 **Requisition Number:** Req #299022

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	Print Name	Date
	Jorge J Garcia	7/29/16

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

Signature	Print Name	Date
	Valde Guerra	8/20/16

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Anytime Mins. Email & Data + Msg.
@ $ 115.49 + 5.00 = $120.49 /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/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

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: Iphone	
☐ Plan Change		
☐ Delete Service		

Nationwide UNL Min+Email & Data **COUNTY OWNED WIRELESS DEVICE** VERIZON-Requesting New Phone

Office Use / Employee: Eli Villegas Employee ID# 185817 Signature: X

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $ 115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0- ~~532~~ 532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0- ~~619/664~~

Requisition Total: $5,114.05 **Requisition Number:** Req #299022

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	Print Name	Date
	Jose J. Garcia	7/29/16

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

Signature	Print Name	Date
	Valde Guerra	8/3/16

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Anytime Mins. Email & Data + Msg.
@ $115.49 + $5.00 = $120.49 /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/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

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: Iphone	
☐ Plan Change		
☐ Delete Service		

Nationwide UNL Min+Email & Data **COUNTY OWNED WIRELESS DEVICE** VERIZON-Requesting New Phone

Office Use / Employee: Julio Ruiz Employee ID# 208337 Signature: X

Department: Planning Dept#: 210

Quantity: 1

Service: $ 115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0- 532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0- 532 ~~619/664~~

Requisition Total: $5,114.05 **Requisition Number:** Req #299022

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	Print Name	Date
	Jesse J Garcia	7/29/16

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

Signature	Print Name	Date
	Valde Guerra	8/3/16

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Anytime Mins. Email & Data tMsg.
@ $ 115.49 + $ 5.00 = $ 120.49 /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/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

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 *no fee*		
☐ Delete Service *upgrade only*		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# /// Signature: ///

Department: Purchasing Dept#: 160 956-457-1132

Quantity: 1

Service: $ /mo (x) months = Account: 6-1100-415-18-160-001-0 532

Service: $ /mo (x) months = Account: 6-1100-415-18-160-001-0 619/664

Requisition Total: Requisition Number:

STIPEND

(1) Employee: Employee ID# Signature:

Department: Dept#:

Quantity:

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

Total:

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

Martha L Salazar | Martha Salazar | July 27, 2016

Signature | Print Name | Date

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

Signature | Valde Guerra | 8/2/16

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes:

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

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 * no fee upgrade only		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: _____ Signature: _____

Department: Purchasing Dept#: 160 956-289-0752

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 6-1100-415-18-160-001-0 532

Service: $_____/mo (x) ____ months = _____ Account: 6-1100-415-18-160-001-0 619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Martha L Salazar Martha Salazar July 27, 2016

Signature Print Name Date

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

_____ Valde Guerra 8/2/16

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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 * no fee	☐ Other:	
☐ Plan Change upgrade only		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: _____ Signature: _____

Department: Purchasing Dept#: 160 956-515-8976

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 6-1100-415-18-160-001-0 532

Service: $_____/mo (x) ____ months = _____ Account: 6-1100-415-18-160-001-0 619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Martha L Salazar | Martha Salazar | July 27, 2016

Signature | Print Name | Date

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

Signature | Valde Guerra | 8/2/16

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: [illegible]

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

AI-55532 **Adult Probation** **14. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income:
May 2016
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2065.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2065.00

June 2016
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2581.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2581.00

BACKGROUND

DWI grant program income:
May 2016 $2065.00
June 2016 $2581.00

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1289-423-00-320-032-6-XXX

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

BUDGETARY IMPACT:

Appropriation of funds.

Attachments

DWI May Alio Rev
DWI May app
DWI June Alio Rev
DWI June app
DWI Approved Budget
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/22/2016 08:09 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Maria Castilleja		Started On: 07/21/2016 04:03 PM
Final Approval Date: 08/05/2016		

Hidalgo County

Revenue Detail Report By Account

Standard Report Format

Account No/Description				Budget	Amount	Receivable
6-1289-342-30-320-032-6-000 DWI CRT PROGRAM INCOME						
			*** Beginning Balance**	**20,250.00**	**16,186.27**	**4,063.73**
* Receipts						
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
06/10/16	199267	16004279	ADULT PROBATION 06/06/16	PRE-TRIA	2,065.00	
				Total	**2,065.00**	
* Journal Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
06/30/16	JE162637	16004715	DFR 06/16 REV DWI COURT GRT FY		-2,065.00	
				Total	**-2,065.00**	
			*** Ending Balance**	**20,250.00**	**16,186.27**	**4,063.73**
1289 DESIGNATED PURPOSE GRANTS LVL 9				20,250.00	16,186.27	4,063.73
6 YEAR 2016				20,250.00	16,186.27	4,063.73

DATE: July 15, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	032-	6-	113		DWI Court-	Full-Time Employees	1,654.00
6-1289-423-00-320-	032-	6-	220		DWI Court-	FICA	126.00
6-1289-423-00-320-	032-	6-	230		DWI Court-	Retirement	186.00
6-1289-423-00-320-	032-	6-	250		DWI Court-	Unemployment Compensation	10.00
6-1289-423-00-320-	032-	6-	660		DWI Court-	Furnishings & Equipment-Controlled	89.00
TOTAL APPROPRIATION							**2,065.00**
6-1289-342-30-320-	032-	6-	000		DWI Court-Revenues		2,065.00
TOTAL REVENUES							**2,065.00**

REASON:

To allocate the GPI for the FY2016 DWI Grant Budget #2413906 from 5/1/2016-5/31/2016.
The total GPI is equal to $2,065.00

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date
Hidalgo County CSCD

Account No/Description				Budget	Amount	Receivable
6-1289-342-30-320-032-6-000 DWI CRT PROGRAM INCOME						
			*** Beginning Balance**	**20,250.00**	**16,186.27**	**4,063.73**
* Receipts						
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
07/08/16	200158	16004671	ADULT PROBATION DEPT.	07/05/1 PRE-TRIA	2,581.00	
				Total	**2,581.00**	
			*** Ending Balance**	**20,250.00**	**18,767.27**	**1,482.73**
1289 DESIGNATED PURPOSE GRANTS LVL 9				20,250.00	18,767.27	1,482.73
6 YEAR 2016				20,250.00	18,767.27	1,482.73

DATE: July 15, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	032-	6-	113		DWI Court-	Full-Time Employees	2,160.00
6-1289-423-00-320-	032-	6-	220		DWI Court-	FICA	165.00
6-1289-423-00-320-	032-	6-	230		DWI Court-	Retirement	243.00
6-1289-423-00-320-	032-	6-	250		DWI Court-	Unemployment Compensation	13.00
TOTAL APPROPRIATION							**2,581.00**
6-1289-342-30-320-	032-	6-	000		DWI Court-Revenues		2,581.00
TOTAL REVENUES							**2,581.00**

REASON:

To allocate the GPI for the FY2016 DWI Grant Budget #2413906 from 6/1/2016-6/30/2016.
The total GPI is equal to $2,581.00

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413906 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

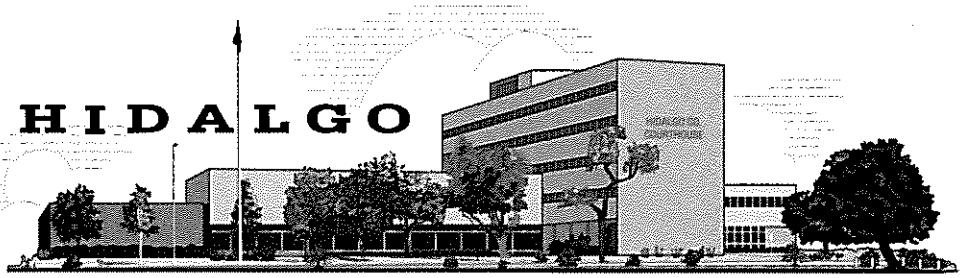
CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.	$41,500.00	$0.00	$0.00	$2,692.00	$44,192.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members attaning in state trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	$0.00	$0.00	$0.00	$1,901.00	$1,901.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members in the program attending national trainings and confences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress.	$61,500.00	$0.00	$0.00	$1,865.00	$63,365.00	100

Personnel	Probation Officer	Probation Officer (2) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.	$39,152.00	$0.00	$0.00	$28,683.00	$67,835.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in *monitoring* abstinence while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.	$5,000.00	$0.00	$0.00	$4,270.00	$9,270.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1 Fatal vision Simulation goggles startup kit @ $875.00 to be utilized by counselors to demonstrate the dangers of driving under the influence of mind altering substances.	$1,501.00	$0.00	$0.00	$89.00	$1,590.00	0
	Project Supplies	1 Professional Alcohol Breath Tester devices @ $600.00						

Supplies and Direct Operating Expenses	(e.g., binocular, battery, flexicuff, drug testing kit)	each to be utilized by Probation Officers to test defendants for alcohol during office visits, feild visits, and random alcohol testing as requested by the Courts.	$574.00	$0.00	$0.00	$0.00	$574.00	0
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: apatrick

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

August 03, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $4,646.00 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2016. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

$2,065.00	May 2016 Income
$2,581.00	June 2016 Income

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-55532

Adult Probation 21. 0.

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income:

May 2016
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2065.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2065.00

June 2016
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2581.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2581.00

BACKGROUND

DWI grant program income:
May 2016 $2065.00
June 2016 $2581.00

Fiscal Impact

Attachments

DWI May Alio Rev

DWI May app

DWI June Alio Rev

DWI June app

DWI Approved Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/22/2016 08:09 AM
Final Approval		
Form Started By: Maria Castilleja		Started On: 07/21/2016 04:03 PM

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Thursday, July 21, 2016 5:25 PM
To: Rossana Schettino
Subject: DWI

Please certify the revenues for the DWI grant for May and June 2016. Thanks.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

Confidentiality Notice This email message, including all the attachments, is for the sole use of the intended recipient(s) and contains confidential information. Unauthorized use or disclosure is prohibited. If you are not the intended recipient, you may not use, disclose, copy or disseminate this information. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of all copies of the original message, including attachments.

DATE: July 15, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-032-6-113	DWI Court-	Full-Time Employees	1,654.00
6-1289-423-00-320-032-6-220	DWI Court-	FICA	126.00
6-1289-423-00-320-032-6-230	DWI Court-	Retirement	186.00
6-1289-423-00-320-032-6-250	DWI Court-	Unemployment Compensation	10.00
6-1289-423-00-320-032-6-660	DWI Court-	Furnishings & Equipment-Controlled	89.00
	TOTAL APPROPRIATION		**2,065.00**
6-1289-342-30-320-032-6-000	DWI Court-Revenues		2,065.00
	TOTAL REVENUES		**2,065.00**

REASON:

To allocate the GPI for the FY2016 DWI Grant Budget #2413906 from 5/1/2016-5/31/2016.
The total GPI is equal to $2,065.00

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

Account No/Description				Budget	Amount	Receivable
6-1289-342-30-320-032-6-000 DWI CRT PROGRAM INCOME						
			*** Beginning Balance**	**20,250.00**	**16,186.27**	**4,063.73**
* Receipts						
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
06/10/16	199267	16004279	ADULT PROBATION 06/06/16	PRE-TRIA	2,065.00	
				Total	**2,065.00**	
* Journal Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
06/30/16	JE162637	16004715	DFR 06/16 REV DWI COURT GRT FY		-2,065.00	
				Total	**-2,065.00**	
			*** Ending Balance**	**20,250.00**	**16,186.27**	**4,063.73**
1289 DESIGNATED PURPOSE GRANTS LVL 9				20,250.00	16,186.27	4,063.73
6 YEAR 2016				20,250.00	16,186.27	4,063.73

DATE: July 15, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-032-6-113	DWI Court-	Full-Time Employees	2,160.00
6-1289-423-00-320-032-6-220	DWI Court-	FICA	165.00
6-1289-423-00-320-032-6-230	DWI Court-	Retirement	243.00
6-1289-423-00-320-032-6-250	DWI Court-	Unemployment Compensation	13.00
TOTAL APPROPRIATION			**2,581.00**
6-1289-342-30-320-032-6-000	DWI Court-Revenues		2,581.00
TOTAL REVENUES			**2,581.00**

REASON:

To allocate the GPI for the FY2016 DWI Grant Budget #2413906 from 6/1/2016-6/30/2016.
The total GPI is equal to $2,581.00

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

Hidalgo County
Revenue Detail Report By Account
Standard Report Format

Account No/Description			Budget	Amount	Receivable
6-1289-342-30-320-032-6-000 DWI CRT PROGRAM INCOME					
		*** Beginning Balance**	**20,250.00**	**16,186.27**	**4,063.73**
* Receipts					
DATE	RECEIPT NO. BATCH	RECEIVED FROM	DESCRIPTION		
07/08/16	200158 16004671	ADULT PROBATION DEPT.	07/05/1 PRE-TRI/	2,581.00	
			Total	**2,581.00**	
		*** Ending Balance**	**20,250.00**	**18,767.27**	**1,482.73**
1289 DESIGNATED PURPOSE GRANTS LVL 9			20,250.00	18,767.27	1,482.73
6 YEAR 2016			20,250.00	18,767.27	1,482.73

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413906 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.	$41,500.00	$0.00	$0.00	$2,692.00	$44,192.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members attaning in state trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	$0.00	$0.00	$0.00	$1,901.00	$1,901.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members in the program attending national trainings and confences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress.	$61,500.00	$0.00	$0.00	$1,865.00	$63,365.00	100

Personnel	Probation Officer	Probation Officer (2) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.	$39,152.00	$0.00	$0.00	$28,683.00	$67,835.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.	$5,000.00	$0.00	$0.00	$4,270.00	$9,270.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1 Fatal vision Simulation goggles startup kit @ $875.00 to be utilized by counselors to demonstrate the dangers of driving under the influence of mind altering substances.	$1,501.00	$0.00	$0.00	$89.00	$1,590.00	0
	Project Supplies	1 Professional Alcohol Breath Tester devices @ $600.00						

Supplies and Direct Operating Expenses	(e.g., binocular, battery, flexicuff, drug testing kit)	each to be utilized by Probation Officers to test defendants for alcohol during office visits, feild visits, and random alcohol testing as requested by the Courts.	$574.00	$0.00	$0.00	$0.00	$574.00	0
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name:** apatrick

AI-55712 **Community Service Agency** **15. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Discussion and possible action to authorize the surplus of obsolete items from the permanent inventory of the Hidalgo County Community Service Agency (list is attached).

BACKGROUND

Fiscal Impact

Attachments

list

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2016 11:33 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Monica Badillo Started On: 08/04/2016 11:26 AM

Final Approval Date: 08/05/2016

County of Hidalgo
Community Service Agency
Surplus List

InventoryID	Date_Purchase	Category	Department	Qty	Fund	Model	Serial Number	Surplus	Notes
chcsa32	6/17/2015	Computer Equipment	WareHouse		CSBG	HP OFFICE JET PRO 8600 PRINTER	CM750A	Yes	Longoria's old printer (Broken)
chcsa85	7/6/2015	Computer Equipment	WareHouse	1	CSBG	CS-1810 (COPIER)	200110	Yes	COPYSTAR (OLD COPIER)
chcsa86	7/6/2015	Computer Equipment	WareHouse	1	CSBG	CS-1810 (COPIER)	200112	Yes	COPYSTAR (OLD COPIER)
chcsa87	7/6/2015	Computer Equipment	WareHouse	1	CSBG	FP-D250 (COPIER)	GABUA315120	Yes	PANASONIC (OLD COPIER)
chcsa90	7/6/2015	Computer Equipment	WareHouse	1	CSBG	DA-AR250-PU (COPIER)	1000700187	Yes	PANASONIC DP-2000
chcsa103	7/6/2015	Computer Equipment	WareHouse	1	CSBG	DELL MONITOR	CN-0GC811-72872-65N-6FDL	Yes	MONITOR (OLD)
chcsa104	7/6/2015	Computer Equipment	WareHouse	1	CSBG	HP STG MONITOR	PK6578A	Yes	2005 MONITOR
chcsa105	7/6/2015	Computer Equipment	WareHouse	1	CSBG	SOYO CITRINE SERIES MONITOR	MT-NI-GYLM1985	Yes	2008 MONITOR
chcsa106	7/6/2015	Computer Equipment	WareHouse	1	CSBG	EMACHINES E17 (MONITOR)	M1T8170H05028	Yes	2008 MONITOR
chcsa107	7/6/2015	Computer Equipment	WareHouse	1	CSBG	DELL MONITOR	CN-OWH318-72872	Yes	2006 MONITOR
chcsa108	7/6/2015	Computer Equipment	WareHouse	1	CSBG	DELL MONITOR	CN-0GC811-72872	Yes	2006 MONITOR
chcsa109	7/6/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ FV247 (MONITOR)	3CQ9283JQ9	Yes	2009 MONITOR
chcsa110	7/6/2015	Computer Equipment	WareHouse		CSBG	Hp monitor	LTMCQA148484	Yes	Broken
chcsa111	7/6/2015	Computer Equipment	WareHouse	1	CSBG	COWI CITRINE SERIES (MONITOR)	MMA9WBYA08131644	Yes	2008 MONITOR
chcsa112	7/6/2015	Computer Equipment	WareHouse		CSBG	DELL E521 (TOWER)	00043-718-758-936	Yes	HARD DRIVE REMOVED.
chcsa113	7/6/2015	Computer Equipment	WareHouse	1	CSBG	DELL E521 (TOWER)	00043-718-758-934	Yes	HARD DRIVE ALREADY REMOVED.
chcsa114	7/6/2015	Computer Equipment	WareHouse	1	CSBG	DELL E521 (TOWER)	00043-718-758-932	Yes	HARD DRIVE ALREADY REMOVED.
chcsa115	7/6/2015	Computer Equipment	WareHouse	1	CSBG	EMACHINES WE3644 (TOWER)	XC68240004438	Yes	HARD DRIVE ALREADY REMOVED.
chcsa116	7/6/2015	Computer Equipment	WareHouse	1	CSBG	DELL 1100 (TOWER)	00043-712-670-335	Yes	HARD DRIVE ALREADY REMOVED.
chcsa117	7/6/2015	Computer Equipment	WareHouse	1	CSBG	DELL 3100 (TOWER)	00043-715-644-525	Yes	HARD DRIVE ALREADY REMOVED.
chcsa118	7/6/2015	Computer Equipment	WareHouse	1	CSBG	DELL 1100 (TOWER)	00043-712-670-337	Yes	HARD DRIVE ALREADY REMOVED.
chcsa119	7/6/2015	Computer Equipment	WareHouse	1	CSBG	HP A1118X (TOWER)	MXF5310B2L	Yes	HARD DRIVE ALREADY REMOVED.
chcsa120	7/6/2015	Computer Equipment	WareHouse	1	CSBG	FELLOWS PS-79C (SHREDER)	N/A	Yes	NOT FUCTIONAL SHREDER
chcsa121	7/6/2015	Computer Equipment	WareHouse	1	CSBG	HIGH SPEED (SHREDER)	134331548	Yes	NOT FUCTIONAL SHREDER.
chcsa122	7/6/2015	Computer Equipment	WareHouse	1	CSBG	FELLOWS (SHREDER)	N/A	Yes	NOT FUCTIONAL SHREDER.
chcsa125	12/31/2014	File Cabinets	WareHouse	1	CSBG	GRAY FILE CABINET	N/A	Yes	GRAY 2 DOOR 1 DRAWER FILE CABINET.
.chcsa134	7/9/2015	Computer Equipment	WareHouse	1	CSBG	EMACHINES W5243 (TOWER)	GC581 40020268	Yes	TOWER HARD DRIVE REMOVED.
chcsa135	7/9/2015	Computer Equipment	WareHouse	1	CSBG	HP P6716F (TOWER)	MXX1110986	Yes	TOWER HARD DRIVE REMOVED.
chcsa136	7/9/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ SR5000 (TOWER)	3CR8471PSW	Yes	TOWER HARD DRIVE REMOVED.
chcsa137	7/9/2015	Computer Equipment	WareHouse	1	CSBG	HP M9000 (TOWER)	CNX8331WCZ	Yes	TOWER HARD DRIVE REMOVED.
chcsa138	7/9/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ SR5000 (TOWER)	3CR84722GS	Yes	TOWER HARD DRIVE REMOVED.
chcsa139	7/9/2015	Computer Equipment	WareHouse	1	CSBG	EMACHINES W5243 (TOWER)	GC581 400 19860	Yes	TOWER HARD DRIVE REMOVED.
chcsa140	7/9/2015	Computer Equipment	WareHouse	1	CSBG	SR5703WM (TOWER)	3CR84720JD	Yes	TOWER HARD DRIVE REMOVED.
chcsa141	7/14/2015	Computer Equipment	WareHouse	1	CSBG	DELL DCSM (TOWER)	C4YCHB1	Yes	TOWER HARD DRIVE REMOVED.
chcsa142	7/14/2015	Computer Equipment	WareHouse	1	CSBG	EMACHINES W5243 (TOWER)	GC581 400 19418	Yes	TOWER HARD DRIVE REMOVED.
chcsa143	7/14/2015	Computer Equipment	WareHouse	1	CSBG	DELL DMC (TOWER)	CM5Z2B1	Yes	TOWER HARD DRIVE REMOVED.
chcsa144	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP PAVILION (TOWER)	CNX8331WVH	Yes	TOWER HARD DRIVE REMOVED.
chcsa145	7/14/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ SR5000 (TOWER)	3CR8471L3P	Yes	TOWER HARD DRIVE REMOVED.
chcsa146	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP P600 SERIES (TOWER)	MXX0350CHG	Yes	TOWER HARD DRIVE REMOVED.
chcsa147	7/14/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ SR5000 (TOWER)	3CR84724L0	Yes	TOWER HARD DRIVE REMOVED.
chcsa148	7/14/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ SR5000 (TOWER)	3CR8471QFX	Yes	TOWER HARD DRIVE REMOVED.
chcsa149	7/14/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ SR5000 (TOWER)	3CR8471YTH	Yes	TOWER HARD DRIVE REMOVED.
chcsa150	7/14/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ SR5000 (TOWER)	3CR84723G6	Yes	TOWER HARD DRIVE REMOVED.
chcsa151	7/14/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ SR5000 (TOWER)	3CR8480JC2	Yes	TOWER HARD DRIVE REMOVED.
chcsa152	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP M9000 (TOWER)	MXU9050BFM	Yes	TOWER HARD DRIVE REMOVED,
chcsa153	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP OFFICE JET PRO K5400 (PRINTER)	MY88668247	Yes	BROKEN PRINTER.
chcsa154	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP OFFICE JET PRO K5400	MY8866824M	Yes	BROKEN PRINTER.
chcsa155	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP C8189A (PRINTER)	MY72C25149	Yes	BROKEN PRINTER.

County of Hidalgo
Community Service Agency
Surplus List

InventoryID	Date_Purchase	Category	Department	Qty	Fund	Model	Serial Number	Surplus	Notes
chcsa156	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP LASSER JET M1212NF (PRINTER)	CNG9C2ROQM	Yes	BROKEN PRINTER.
chcsa157	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP LASER JET P1102W (PRINTER)	VNB3B26529	Yes	BROKEN ROLLER.
chcsa158	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP C818 (PRINTER)	MY89668251	Yes	BROKEN PRINTER WITH INK SPILL.
chcsa159	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP PHOTO SMART PLUS (PRINTER)	CNO3H312MG	Yes	BROKEN PRINTER.
chcsa160	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP OFFICE JET PRO 8500A (PRINTER)	CN13MCM41M	Yes	BROKEN FEEDER.
chcsa161	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP C8184A (PRINTER)	MY887680NM	Yes	BROKEN WITH INK SPILL.
chcsa162	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP OFFICE JET PRO 8600 PLUS (PRINTER)	CN21PAK0X8	Yes	BROKEN GLASS, AND TRAYS.
chcsa163	7/14/2015	Computer Equipment	WareHouse	1	CSBG	HP OFFICE JET PRO 8500 A PREMIUM (PRINTER)	CN13MCM3T6	Yes	BROKEN PRINTER.
chcsa168	7/17/2015	Computer Equipment	WareHouse	1	CSBG	APC XS 1300 (BATTERY)	N/A	Yes	BACK UP BLACK BATTERY.
chcsa169	7/17/2015	Computer Equipment	WareHouse	1	CSBG	HP P6000 (TOWER)	3CR9381V0M	Yes	TOWER HARD DRIVE REMOVED.
chcsa170	7/17/2015	Computer Equipment	WareHouse	1	CSBG	APC XS 900 (BATTERY)	N/A	Yes	APC BATTERY DAMAGED.
chcsa172	7/17/2015	Computer Equipment	WareHouse	1	CSBG	APC XS 1300 (BATTERY)	N/A	Yes	APC BATTERY DOES NOT FUNCTION.
chcsa178	7/30/2015	Furniture	WareHouse	1	CSBG	Brown self	Na	Yes	Missing bottom desk
chcsa 183	7/30/2015	Computer Equipment	WareHouse	1	CSBG	EPSON WF2530 (PRINTER)	QJZY247327	Yes	BLACK PRINTER
chcsa 184	7/30/2015	Computer Equipment	WareHouse	1	CSBG	SUPERG3 (FAX)	KMF1050	Yes	OLD FAX MACHINE.
chcsa 185	7/30/2015	Computer Equipment	WareHouse	1	CSBG	IO4030 (PRINTER)	4227	Yes	OLD PRINTER
chcsa 187	3/13/2015	Hardware Tools	WareHouse		CSBG	WHITE 2 TIRE (TRAILER)	N/A	Yes	Item transferred to county EM
chcsa 188	7/30/2015	Computer Equipment	WareHouse	1	CSBG	IO4030 (PRINTER)	4222	Yes	OLD PRINTER.
chcsa 189	7/30/2015	Computer Equipment	WareHouse	1	CSBG	LEXMARK 4227 (PRINTER)	N/A	Yes	OLD PRINTER.
chcsa 190	7/30/2015	Computer Equipment	WareHouse	1	CSBG	PITNEY 33CS (OLD CHECK STAMPER)	3306	Yes	CHECK STAMPER MACHINE.
chcsa 191	8/10/2015	Computer Equipment	WareHouse	1	CSBG	COMPAQ SR5703WM (TOWER)	3CR84800W6	Yes	TOWER HARD DRIVE REMOVED.
chcsa 192	8/10/2015	Computer Equipment	WareHouse	1	CSBG	EMACHINES (MONITOR)	M1T81 70H 06697	Yes	EMACHINES COMPUTER MONITOR.
chcsa 193	8/10/2015	Computer Equipment	WareHouse	1	CSBG	EPSON C471B (PRINTER)	QJZY248666	Yes	EPSON PRINTER NOT IN USE.
chcsa 195	8/10/2015	Computer Equipment	WareHouse	1	CSBG	HP OFFICEJET H470 (PRINTER)	CN96M280WN	Yes	HP PRINTER DOES NOT FUNCTION.
chcsa 196	8/10/2015	Computer Equipment	WareHouse	1	CSBG	HP OFFICEJET 4500 (PRINTER)	CN1BPG20MY	Yes	HP PRINTER DOES NOT FUNCTION.
chcsa 200	8/10/2015	Computer Equipment	WareHouse	1	CSBG	HP LASERJET MI21 (PRINTER)	CNG9BDVIFB	Yes	Broken PRINTER
Chcsa 201	8/25/2015	Hardware Tools	WareHouse	1	Donation	Ford 1994	1FTHF25Z3RLB54380	Yes	Damage at sheriffs department parking lot
CHCSA 205	9/11/2015	Computer Equipment	WareHouse		CSBG	SPL-XC240P	FT09119233000262	Yes	Motor Burn
chcsa343	3/13/2015	Computer Equipment	WareHouse	1	CSBG	DELL DIMENSION E521 (TOWER)	00043-730-376-952	Yes	EXTRA TOWER IN I.T. DEPARTMENT.
chcsa353	12/1/2015	Computer Equipment	WareHouse		CSBG	HP OFFICEJET PRO 1860	CN58VFW16S	Yes	Tower removed
chcsa362	12/18/2015	Computer Equipment	WareHouse	1	csbg	HP LASER JET P1102W (PRINTER)	VNB3231093	Yes	BLACK LASER JET P1102W PRINTER.
chcsa372	3/15/2015	Computer Equipment	WareHouse	1	CSBG	DELL (MONITOR)	cn0wh318728726al09ui	Yes	ready to surplus
CHCSA373	3/15/2015	Computer Equipment	WareHouse	1	csbg	dell (Monitor)	CN0WH318728726AL08AI	Yes	ready to Surplus
chcsa375	3/3/2016	Computer Equipment	WareHouse	1	CSBG	COMPAQ PRESARIO 2500 (LAPTOP)	CNF3530C27	Yes	OLD SILVER COMPAQ LAPTOP.
chcsa376	3/3/2016	Furniture	WareHouse	1	CSBG	QUARTET WHITE DRY ERASE BOARD (DRY EARSE BOARD)	NA	Yes	WHIT DRY ERASE BOARD.
chcsa377	3/3/2016	Furniture	WareHouse	1	CSBG	BLACK STAND WITH WHEELS	NA	Yes	BLACK STAND WITH WHEELS.
chcsa378	3/3/2016	Computer Equipment	WareHouse	1	CSBG	HP PAVILLION P6000 SERIES (TOWER)	MXX0350CDH	Yes	BLACK TOWER
chcsa379	3/3/2016	Computer Equipment	WareHouse	1	CSBG	COMPAQ PRESARIO CQ5604F PC (TOWER)	3CR0320T6M	Yes	OLD BLACK TOWER NOT IN USE
chcsa380	3/3/2016	Computer Equipment	WareHouse	1	CSBG	APC (BATTERY)	NA	Yes	OLD BLACK APD BATTERY.
CHCSA396	7/10/2015	Computer Equipment	WareHouse	1	CSBG	APC (BATTERY)	NA	Yes	APC BLACK LARGE BATTERY. DAMAGED
chcsa496	12/31/2015	Computer Equipment	WareHouse	1	CSBG	FELLOWES SB-99CI (SHREDDER)	NA	Yes	SILVER DAMAGED SHREDDER.

AI-55753 **Urban County** **16. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. The Urban County Program is requesting approval of Change Order #1 to a Construction Contract with O.G. Construction Company, LLC. This contract was awarded using the Texas General Land Office funds under contract number GLO 12-589-000-6887/DRS 220068, project known as the Alberta Drain Project located in Pct. 4.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 6541-68-0309-5100-6800

BACKGROUND

This change order is being recommended by the Project Engineer and will increase the contract amount by $142,561.00 after determining that Reinforced Concrete Pipes should be used instead of the High Performance Polypropylene Storm Drain pipes.

Funding of Change Order No. 1 will be provided by the Hidalgo County Drainage District No. 1.

Current Contract Amount $1,621,209.00
Change Order Amount: $142,561.00
Total Contract Amount: $1,763,770.00

Fiscal Impact

Attachments

Change Order No. 1 Increase
O.G. Construction Breakdown

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 01:49 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Olga Lerma Started On: 08/05/2016 01:23 PM

Final Approval Date: 08/05/2016

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. **Hidalgo County Precinct No. 4**
1051 N. Doolittle Rd.
Edinburg, Texas 78542
(Address)

DATE: 08-04-16

CHANGE ORDER NO.
1

CONTRACTOR/FIRM
(Name & Address)

O.G. Construction Company, LLC
4021 N. Closner Blvd.
Edinburg, Texas 78541

Phone #: **(956) 501-6627**

PROJECT/NAME/ACCT. NO.

Pct. 4 Flood Drainage Improvements Project known as the "Alberta Drain" for the Texas General Land Office (GLO) Contract No. 12-589-000-6887-DRS 220068

CONTRACT NO. 6541-68-0309-5100-6800-UPC-BS

You are hereby requested to comply with the following changes from the contract plans and specifications:

	Final Quantitative Adjustments	X	Quantitative Deletion
	Unit Prices	X	Time Extension
X	Quantitative Addition		Other

REASON:

Contract price prior to change order . . . . . $ 1,621,209.00 .

Net Increase/Decrease of this Change Order . . . . . $ 142,561.00 .

Contract Price with Change Order . . . . . $ 1,763,770.00 .

Increase/Decrease in time 96 days.

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

PROJECT ENGINEER SIGNATURE	DATE	PRINTING NAME	DATE
CONTRACTOR'S SIGNATURE	DATE	PRINTING NAME	DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

- ☐ Scope Increase
- ☐ Scope Decrease
- ☐ L/M Beneficiary Change/Impact
- ☐ Environmental Impact
- ☐ Quantitative Addition/Deletion
- ☐ Final Quantitative Adjustment
- ☐ Other

☐ Approved ☐ Disapproved

Title:_____.

Signature:_____ Date: _____.

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer: (Name & Address) **Hidalgo County Drainage District No. 1** **902 N. Doolittle Road** **Edinburg, Texas 78542** Phone No.: **956-292-7080**	Owner (Contractor Locality): (Name & Address) **Hidalgo County Precinct No. 4** **1051 N. Doolittle Rd.** **Edinburg, Texas 78542** Phone No.: **956-383-3112**	Contractor: (Name & Address) **O.G. Construction Company, LLC** **4021 N. Closner Blvd.** **Edinburg, Texas 78541** Agreement Date: Phone No.: **956-501-6627**
Date: **08-04-16** Project Code No.: **6541-68-0309-5100-6800-UPC-BS** Bid Package No.:	Contract For (Project Description): **Pct. 4 Flood Drainage Improvements Project known as the "Alberta Drain" for the Texas General Land Office (GLO) Contract No. 12-589-000-6887-DRS 220068**	GLO Contract No.: **12-589-000-6887-DRS 220068** Change Order No.: **1**

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
	SEE ATTACHED EXHIBIT A		

Change in Contract Price		Change in Contract Time (Calendar Days)		
Original Contract Price:	$ 1,621,209.00	Original Contract Time:	105	days
Previous Change Order(s): No. 1 to No.	$ 0	Net Change From Previous Change Orders:	0	days
Contract Price Prior to this Change Order:	$ 1,621,209.00	Contract Time Prior to this Change Order:	105	days
Net Increase/Decrease of this Change Order:	$ 142,561.00	Net Increase/Decrease of this Change Order:	96	days
Contract Price With all Approved Change Orders:	$1,763,770.00	Contract Time With all Change Orders:	201	days
Cumulative Percent Change in Contract Price (+/-): .9 %		Grantee Contract End Date: (mm/dd/yy) / /		
Construction Contract Start Date: (mm/dd/yy) 05 / 30 /16		Construction Contract End Date: (mm/dd/yy) 12 / 16 / 16		

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	**APPROVED**:	**ACCEPTED**:
By: _____	By: _____	By: _____
ENGINEER	OWNER	CONTRACTOR
Date: 08/04/16	Date: _____	Date: 8/4/16

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	☐ Increase	☐ Decrease	☑ No Change
If there is a change, how many beneficiaries will be affected?		Total ____	L/M ____
2. Effect of this change on scope of work:	☐ Increase	☐ Decrease	☑ No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☑ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		☐ Yes	☑ No
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		☐ Yes	☑ No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		☑ Yes	☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only)		☐ Yes	☐ No
8. Are the handicapped access requirements/approval still valid? (if applicable)		☑ Yes	☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid?		☑ Yes	☐ No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

EXHIBIT A - CHANGE ORDER 1 BREAKDOWN
HIDALGO COUNTY PRECINCT No. 4
BID # 6541-68-0309-5200-6800-UCP-BS
PROJECT: ALBERTA DRAIN DITCH PHASE 1
DATE: 8/2/2016

DITCH EXCAVATION & TRUNK LINE BASE BID								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	1	0	1	LS	TRAFFIC CONTROL	$15,000.00	$15,000.00	$15,000.00
2	1	0	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	$15,000.00	$15,000.00	$15,000.00
3	5	0	5	EA	JUNCTION BOX	$8,400.00	$42,000.00	$42,000.00
4	2	0	2	EA	JUNCTION BOX WITH INLET TOP	$11,500.00	$23,000.00	$23,000.00
5	53,720	0	53,720	CY	DRAIN DITCH EXCAVATION AND HAULING	$8.80	$472,736.00	$472,736.00
6	1,061	0	1,061	SY	6" CONCRETE RIP-RAP	$56.00	$59,416.00	$59,416.00
7	208	-208	0	SY	PAVEMENT REPAIR	$22.00	$4,576.00	$0.00
8	150	0	150	LF	REGRADE ROADSIDE DITCH	$5.00	$750.00	$750.00
9	100	0	100	LF	RESHAPE EXISTING DITCH AT OUTFALL	$60.00	$6,000.00	$6,000.00
10	1	0	1	LS	SEPTIC TANK RELOCATION AS PER DETAIL	$6,002.00	$6,002.00	$6,002.00
11	1	0	1	LS	IRRIGATION ADJUSTMENTS LOCATED ON PAGES S-23 & S-24 (MATERIAL & LABOR INCLUDING FITTINGS)	$17,000.00	$17,000.00	$17,000.00
12	1	0	1	LS	18" AERIAL IRRIGATION CROSSING	$20,000.00	$20,000.00	$20,000.00
13	3,378	0	3,378	CY	FILL EXISTING DITCH (HCID #2)	$5.00	$16,890.00	$16,890.00
14	1	0	1	LS	REMOVE EXISTING 24" PIPE AT OUTFALL	$850.00	$850.00	$850.00
					TOTALS:		$699,220.00	$694,644.00

DITCH EXCAVATION &TRUNK LINE ALTERNATE BID 1 & 2								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	0	1,763	1,763	LF	72" RUBBER GASKET RCP CL III STORM DRAIN PIPE	$249.00	$0.00	$438,987.00
2	0	282	282	LF	48" RUBBER GASKET RCP CL III STORM DRAIN PIPE	$149.00	$0.00	$42,018.00
3	0	16	16	LF	42" RUBBER GASKET RCP CL III STORM DRAIN PIPE	$119.00	$0.00	$1,904.00
4	0	2,061	2,061	LF	RCP STORM TRENCH BEDDING & BACKFILL AS PER DETAIL	$7.00	$0.00	$14,427.00
5	0	2,061	2,061	LF	RCP TRENCH PROTECTION	$2.00	$0.00	$4,122.00
6	4,406	-3,823	583	LF	48" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$99.00	$436,194.00	$57,717.00
7	24	-4	20	LF	42" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$72.00	$1,728.00	$1,440.00
8	0	20	20	LF	30" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$39.00	$0.00	$780.00
9	0	20	20	LF	24" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$45.00	$0.00	$900.00
10	4,430	-3,787	643	LF	HPP STORM TRENCH BEDDING & BACKFILL AS PER DETAIL	$11.00	$48,730.00	$7,073.00
11	4,430	-3,787	643	LF	HPP TRENCH PROTECTION	$2.00	$8,860.00	$1,286.00
					TOTALS:		$495,512.00	$570,654.00

TOWER RD BASE BID								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	1	0	1	LS	TRAFFIC CONTROL	$5,000.00	$5,000.00	$5,000.00
2	1	0	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	$12,500.00	$12,500.00	$12,500.00
3	8	-2	6	EA	TYPE "C-C" INLET WITH APRON	$3,100.00	$24,800.00	$18,600.00
4	334	-334	0	SY	PAVEMENT REPAIR	$22.00	$7,348.00	$0.00
5	1,100	0	1,100	LF	REGRADE ROADSIDE DITCH	$5.00	$5,500.00	$5,500.00
6	920	68	988	LF	TRENCH PROTECTION	$1.00	$920.00	$988.00
7	0	1	1	EA	MANHOLE	$11,500.00	$0.00	$11,500.00
8	0	2	2	EA	SAFETY END TREATMENT FOR 18" PIPE	$950.00	$0.00	$1,900.00
					TOTALS:		$56,068.00	$55,988.00

TOWER RD ALTERNATE BID 1 & 2								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	52	12	64	LF	24"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$42.00	$2,184.00	$2,688.00
2	192	16	208	LF	30"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$54.00	$10,368.00	$11,232.00
3	386	-2	384	LF	36"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$71.00	$27,406.00	$27,264.00
4	290	-12	278	LF	42"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$72.00	$20,880.00	$20,016.00
5	920	68	988	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	$12.00	$11,040.00	$11,856.00
6	0	54	54	LF	18"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$39.00	$0.00	$2,106.00
						TOTALS:	$71,878.00	$75,162.00

EL CHARRO #2 SUBDIVISION BASE BID								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	1	0	1	LS	TRAFFIC CONTROL	$3,500.75	$3,500.75	$3,500.75
2	1	0	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	$1,500.00	$1,500.00	$1,500.00
3	2	0	2	EA	JUNCTION BOX WITH INLET TOP	$8,500.00	$17,000.00	$17,000.00
4	5	0	5	EA	TYPE "C-C" INLET WITH APRON	$3,500.00	$17,500.00	$17,500.00
5	2,918	-13	2,905	LF	TRENCH PROTECTION	$1.00	$2,918.00	$2,905.00
6	1,384	0	1,384	SY	PAVEMENT REPAIR	$20.00	$27,680.00	$27,680.00
7	88	0	88	SY	4" CONCRETE DRIVEWAYS	$35.00	$3,080.00	$3,080.00
8	548	0	548	SY	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	$15.00	$8,220.00	$8,220.00
9	3	0	3	EA	RELOCATE SOLAR LIGHTS	$790.00	$2,370.00	$2,370.00
10	2,569	0	2,569	LF	REGRADE ROADSIDE DITCH	$2.25	$5,780.25	$5,780.25
						TOTALS:	$89,549.00	$89,536.00

EL CHARRO #2 SUBDIVISION ALTERNATE BID 1 & 2								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	0	2,241	2,241	LF	42" RUBBER GASKET RCP CL III STORM DRAIN PIPE	$99.00	$0.00	$221,859.00
2	0	2,241	2,241	LF	RCP STORM TRENCH BEDDING & BACKFILL AS PER DETAIL	$11.00	$0.00	$24,651.00
3	592	-12	580	LF	24" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$39.00	$23,088.00	$22,620.00
4	84	0	84	LF	18" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$24.00	$2,016.00	$2,016.00
5	2,918	-2,254	664	LF	HPP STORM TRENCH BEDDING & BACKFILL AS PER DETAIL	$10.00	$29,180.00	$6,640.00
6	2,242	-2,242	0	LF	42" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$69.00	$154,698.00	$0.00
						TOTALS:	$208,982.00	$277,786.00

GRAND TOTAL	$1,621,209.00	$1,763,770.00
COST DIFFERENCE	$142,561.00	

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

August 4, 2016
Ms. Diana Serna
Director
Hidalgo County Urban County Program
427 E. Duranta Ave.
Suite 107
Alamo, TX 78516

RE: Alberta Drain Ditch Phase 1 Change Order 1

Dear Ms. Serna,

After reviewing the plans for the Alberta Drain Ditch Phase 1 Project we determined that Reinforced Concrete Pipes should be used instead of the High Performance Polypropylene Storm Drain Pipes. The attached Change Order 1 breaks down the new cost. The total requested amount of this change order will be $142,561.00. Please be advised that Hidalgo County Drainage District No. 1 will be submitting these funds to your program to cover this change order.

Should you have any questions, feel free to contact me at 956-292-7080.

Respectfully submitted,

Raul E. Sesin, PE, CFM
HCDD 1 General Manager

EXHIBIT A - CHANGE ORDER 1 BREAKDOWN
HIDALGO COUNTY PRECINCT No. 4
BID # 6541-68-0309-5200-6800-UCP-BS
PROJECT: ALBERTA DRAIN DITCH PHASE 1
DATE: 8/2/2016

DITCH EXCAVATION & TRUNK LINE BASE BID								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	1	0	1	LS	TRAFFIC CONTROL	$15,000.00	$15,000.00	$15,000.00
2	1	0	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	$15,000.00	$15,000.00	$15,000.00
3	5	0	5	EA	JUNCTION BOX	$8,400.00	$42,000.00	$42,000.00
4	2	0	2	EA	JUNCTION BOX WITH INLET TOP	$11,500.00	$23,000.00	$23,000.00
5	53,720	0	53,720	CY	DRAIN DITCH EXCAVATION AND HAULING	$8.80	$472,736.00	$472,736.00
6	1,061	0	1,061	SY	6" CONCRETE RIP-RAP	$56.00	$59,416.00	$59,416.00
7	208	-208	0	SY	PAVEMENT REPAIR	$22.00	$4,576.00	$0.00
8	150	0	150	LF	REGRADE ROADSIDE DITCH	$5.00	$750.00	$750.00
9	100	0	100	LF	RESHAPE EXISTING DITCH AT OUTFALL	$60.00	$6,000.00	$6,000.00
10	1	0	1	LS	SEPTIC TANK RELOCATION AS PER DETAIL	$6,002.00	$6,002.00	$6,002.00
11	1	0	1	LS	IRRIGATION ADJUSTMENTS LOCATED ON PAGES S-23 & S-24 (MATERIAL & LABOR INCLUDING FITTINGS)	$17,000.00	$17,000.00	$17,000.00
12	1	0	1	LS	18" AERIAL IRRIGATION CROSSING	$20,000.00	$20,000.00	$20,000.00
13	3,378	0	3,378	CY	FILL EXISTING DITCH (HCID #2)	$5.00	$16,890.00	$16,890.00
14	1	0	1	LS	REMOVE EXISTING 24" PIPE AT OUTFALL	$850.00	$850.00	$850.00
						TOTALS:	$699,220.00	$694,644.00

DITCH EXCAVATION &TRUNK LINE ALTERNATE BID 1 & 2								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	0	1,763	1,763	LF	72" RUBBER GASKET RCP CL III STORM DRAIN PIPE	$249.00	$0.00	$438,987.00
2	0	282	282	LF	48" RUBBER GASKET RCP CL III STORM DRAIN PIPE	$149.00	$0.00	$42,018.00
3	0	16	16	LF	42" RUBBER GASKET RCP CL III STORM DRAIN PIPE	$119.00	$0.00	$1,904.00
4	0	2,061	2,061	LF	RCP STORM TRENCH BEDDING & BACKFILL AS PER DETAIL	$7.00	$0.00	$14,427.00
5	0	2,061	2,061	LF	RCP TRENCH PROTECTION	$2.00	$0.00	$4,122.00
6	4,406	-3,823	583	LF	48" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$99.00	$436,194.00	$57,717.00
7	24	-4	20	LF	42" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$72.00	$1,728.00	$1,440.00
8	0	20	20	LF	30" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$39.00	$0.00	$780.00
9	0	20	20	LF	24" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$45.00	$0.00	$900.00
10	4,430	-3,787	643	LF	HPP STORM TRENCH BEDDING & BACKFILL AS PER DETAIL	$11.00	$48,730.00	$7,073.00
11	4,430	-3,787	643	LF	HPP TRENCH PROTECTION	$2.00	$8,860.00	$1,286.00
						TOTALS:	$495,512.00	$570,654.00

TOWER RD BASE BID								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	1	0	1	LS	TRAFFIC CONTROL	$5,000.00	$5,000.00	$5,000.00
2	1	0	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	$12,500.00	$12,500.00	$12,500.00
3	8	-2	6	EA	TYPE "C-C" INLET WITH APRON	$3,100.00	$24,800.00	$18,600.00
4	334	-334	0	SY	PAVEMENT REPAIR	$22.00	$7,348.00	$0.00
5	1,100	0	1,100	LF	REGRADE ROADSIDE DITCH	$5.00	$5,500.00	$5,500.00
6	920	68	988	LF	TRENCH PROTECTION	$1.00	$920.00	$988.00
7	0	1	1	EA	MANHOLE	$11,500.00	$0.00	$11,500.00
8	0	2	2	EA	SAFETY END TREATMENT FOR 18" PIPE	$950.00	$0.00	$1,900.00
						TOTALS:	$56,068.00	$55,988.00

TOWER RD ALTERNATE BID 1 & 2								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	52	12	64	LF	24"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$42.00	$2,184.00	$2,688.00
2	192	16	208	LF	30"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$54.00	$10,368.00	$11,232.00
3	386	-2	384	LF	36"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$71.00	$27,406.00	$27,264.00
4	290	-12	278	LF	42"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$72.00	$20,880.00	$20,016.00
5	920	68	988	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	$12.00	$11,040.00	$11,856.00
6	0	54	54	LF	18"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$39.00	$0.00	$2,106.00
					TOTALS:		$71,878.00	$75,162.00

EL CHARRO #2 SUBDIVISION BASE BID								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	1	0	1	LS	TRAFFIC CONTROL	$3,500.75	$3,500.75	$3,500.75
2	1	0	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	$1,500.00	$1,500.00	$1,500.00
3	2	0	2	EA	JUNCTION BOX WITH INLET TOP	$8,500.00	$17,000.00	$17,000.00
4	5	0	5	EA	TYPE "C-C" INLET WITH APRON	$3,500.00	$17,500.00	$17,500.00
5	2,918	-13	2,905	LF	TRENCH PROTECTION	$1.00	$2,918.00	$2,905.00
6	1,384	0	1,384	SY	PAVEMENT REPAIR	$20.00	$27,680.00	$27,680.00
7	88	0	88	SY	4" CONCRETE DRIVEWAYS	$35.00	$3,080.00	$3,080.00
8	548	0	548	SY	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	$15.00	$8,220.00	$8,220.00
9	3	0	3	EA	RELOCATE SOLAR LIGHTS	$790.00	$2,370.00	$2,370.00
10	2,569	0	2,569	LF	REGRADE ROADSIDE DITCH	$2.25	$5,780.25	$5,780.25
					TOTALS:		$89,549.00	$89,536.00

EL CHARRO #2 SUBDIVISION ALTERNATE BID 1 & 2								
Item No.	Original Quantity	Change Order	Revised Quantity	Unit	Item Description	Unit Price In Figures	ORIGINAL TOTAL	REVISED TOTAL
1	0	2,241	2,241	LF	42" RUBBER GASKET RCP CL III STORM DRAIN PIPE	$99.00	$0.00	$221,859.00
2	0	2,241	2,241	LF	RCP STORM TRENCH BEDDING & BACKFILL AS PER DETAIL	$11.00	$0.00	$24,651.00
3	592	-12	580	LF	24" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$39.00	$23,088.00	$22,620.00
4	84	0	84	LF	18" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$24.00	$2,016.00	$2,016.00
5	2,918	-2,254	664	LF	HPP STORM TRENCH BEDDING & BACKFILL AS PER DETAIL	$10.00	$29,180.00	$6,640.00
6	2,242	-2,242	0	LF	42" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	$69.00	$154,698.00	$0.00
					TOTALS:		$208,982.00	$277,786.00

GRAND TOTAL	$1,621,209.00	$1,763,770.00
COST DIFFERENCE	$142,561.00	

AI-55698 **Urban County** **16. B.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Requesting acceptance and approval of **Work Authorization No. 1** (with an estimated cost of $21,800.00) submitted by LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services, Project Engineer. Utilizing UCP – City of Edcouch FY 28 (2015) Parks, Recreational Facilities funds.

BACKGROUND

Work Authorization No. 1 will provide engineering, geotechnical and construction materials testing engineer services for the Parks, Recreational Facilities Improvements Project (Bell Park).

Work Authorization No. 1 Amount: **$21,800.00**
Funds Available: $120,106.28 YR 28 (2015) Park, Recreational Facilities

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Fiscal Impact

Attachments

Work Authorization No. 1 LAZCANREA, LLC
LAZCAMREA, LLC Agreement
LAZCAMREA, LLC Insurance & Form 1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2016 09:23 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Olga Lerma		Started On: 08/03/2016 04:36 PM
Final Approval Date: 08/05/2016		

-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

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, **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services** professional engineers of **La Feria,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Engineering Services and Construction Material Testing Engineer Services**.

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 **$21,800.00**.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 **4** of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. 5015-20-0306-5000-2000
Purchase Order Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on August 9, 2016 as indicated below and effective as of _____ day of _____, 201__.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

THE ENGINEER:
LAZCAMREA, LLC d/b/a:
Fulcrum Consulting Services

_____
By: Dan Campos, P.E. - Vice President

LIST OF ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the County
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Cost Proposal

EXHIBIT A

Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

City of Edcouch
2015 Park Recreational Facility Improvement Project
Scope of Services

The scope involves replacement of deteriorated park equipment caused by weathering and aging and improvements to Bell City Park located along Industrial Street between Crenshaw Street and Adkins Avenue. Bell City Park improvements consist of adding restroom facilities, parking lot expansion and overlay of the existing parking as well parking lot stripping. Approximately 500 ft. of 5 ft. wide concrete sidewalk and approximately 1,142 ft. of 6 ft. wide walking asphalt trail is being planned including sand volley ball court and rehabilitation of the existing basketball court.

Fulcrum Consulting Services scope of work will include the following engineering, planning and design work:

- Design of the restroom facilities
- Engineer the extension of water and sewer service to the restroom facility
- Design of the parking lot expansion and overlay of existing parking lot which will include geotechnical services needed for subgrade prep work
- Design of the sidewalk walking path, volley ball court and asphalt walking trail
- Planning for the rehabilitation of the existing basketball court.

In addition to design phase services, Fulcrum Consulting Services scope of work will also include material testing during construction. Our office proposes to convey these improvements to Bell City Park into a set of contract documents, construction plans and specifications.

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

EXHIBIT C

-Engineer Contract Rates

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

City of Edcouch
Professional Engineering, Geotechnical and Construction Material Testing
Fee-breakdown
2015 Park Recreational Facility Improvement Project
Prepared by:

SCOPE OF SERVICES

Preliminary design	**$ 2,385.00**
Design	**$ 9,540.00**
Construction Administration	**$ 3,975.00**
Geotechnical Engineering	**$ 2,400.00**
Construction Material Testing	**$ 3,500.00**
Total:	**$21,800.00**

Should you have any questions or need additional information please feel free to contact our office at 956-797-3411.

Thank you,

, P.E.

George E. Lazaro, P.E.
Fulcrum Consulting Services

7/27/16

STATE OF TEXAS
GEORGE E. LAZARO
93696
LICENSED
PROFESSIONAL ENGINEER

, P.E.

F-12369

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

CITY OF EDCOUCH

Project Name: 2015 Park Recreational Facility Improvement Project

Planning & Engineering	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.
101 - Project Adminstration	10	3	4	1	2	0	2
101- Field Work & Design Critieria	5	9	9	9	11	13	5
101 - Final Design	10	9	10	10	10	13	5
101 - Construction	0	6	0	4	0	4	10
TOTAL HOURS	25	27	23	24	23	30	22
BILLING RATE	$150.00	$140.00	$110.00	$65.00	$60.00	$60.00	$50.00
SUBTOTAL - LABOR COST	$3,750.00	$3,780.00	$2,530.00	$1,560.00	$1,380.00	$1,800.00	$1,100.00
TOTAL ENGINEERING							$15,900.00

Geotechnical Engineering (Design Phase)	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.
101 - Project Adminstration	0	0	0	0	2
101- Field Work & Design Critieria	0	4	0	22	0
101 - Final Design	2	0	8	0	0
101 - Construction	0	0	0	0	0
TOTAL HOURS	2	4	8	22	2
BILLING RATE	$135.00	$110.00	$95.00	$40.00	$25.00
SUBTOTAL - LABOR COST	$270.00	$440.00	$760.00	$880.00	$50.00
TOTAL ENGINEERING					$2,400.00

Construction Phase Material Testing	Principal	Project Engineer	Technician	Admin. Assist.
101 - Project Adminstration	0	0	0	3
101- Field Work & Design Critieria	6	6	0	0
101 - Final Design	0	0	0	0
101 - Construction	3	6	26	0
TOTAL HOURS	9	12	26	3
BILLING RATE	$135.00	$95.00	$40.00	$35.00
SUBTOTAL - LABOR COST	$1,215.00	$1,140.00	$1,040.00	$105.00
TOTAL ENGINEERING				$3,500.00

EXHIBIT D

Cost proposal

City of Edcouch

2015 Park Recreational Facility Improvement Project

Hidalgo County, Texas

CONSTRUCTION ESTIMATE

Item	Map #	Description	Unit	Quantity	Unit Price	Total
		BELL PARK IMPROVEMENTS				
1		6 ft. wide Asphalt Trail	S.Y.	800	$11.00	$8,800.00
2		6 ft. high perimeter fencing	L.F.	1300	$25.00	$32,500.00
3		Sand Volleyball Court	L.S.	1	$5,000.00	$5,000.00
4		Parking Lot Overlay and Stripping	S.Y.	300	$14.00	$4,200.00
5		1-1/2" HMAC - Parking Lot Addition	S.Y.	110	$11.00	$1,210.00
6		6" Compacted Caliche Base - Type D Grade 6	S.Y.	110	$8.00	$880.00
7		6" Subgrade Prep, Lime Stabilized	S.Y.	110	$7.50	$825.00
8		Park Restroom Facilty	L.S.	1	$67,500.00	$67,500.00
9		5 ft. wide Concrete Sidewalk	S.F.	2520	$10.00	$25,200.00
10		2" Water Service line	L.F.	35	$12.00	$420.00
11		4" PVC Sewer Service line	L.F.	40	$16.00	$640.00
12		Tie-in to Existing 6" Sewer Main	L.S.	1	$800.00	$800.00
13		Tie-in to Existing 8" Water Main	L.S.	1	$800.00	$800.00
14		Park Water Fountain	Ea.	1	$4,500.00	$4,500.00
15		Basketball Court Resurfacing & Stripping	L.S.	1	$5,800.00	$5,800.00
					Total Cost of Improvements:	$159,075.00

Engineering & Construction Phase Services

Item		Description	Unit	Quantity	Unit Price	Total
1		Basic Engineering & Administrative	L.S.	1	$13,006.00	$15,900.00
2		Geotechnical Engineering (Design Phase)	L.S.	1	$2,400.00	$2,400.00
3		Construction Phase Material Testing	L.S.	1	$3,500.00	$3,500.00
					Engineering Subtotal:	$21,800.00
					TOTAL PROJECT COST:	$180,875.00

Prepared By:

FULCRUM CONSULTING SERVICES

STATE OF TEXAS
DANIEL CAMPOS
94731
LICENSED
PROFESSIONAL ENGINEER
4-25-16

FILED
AT 11:50 O'CLOCK A M
JUL 13 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 6th **day of July, 2016** by and between **HIDALGO COUNTY, TEXAS, acting by and through Hidalgo County - Urban County Program** ("County") and **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services** of a Texas Corporation limited liability company ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"Engineering Services"** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM**;

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the services as hereinafter defined for the **City of Edcouch - Parks, Recreational Facilities Project.**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** to be performed by County. Engineer agrees to provide to County the work described in Exhibit "B", to be performed by the Engineer (the "Services").

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request the Services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement if County exercises its right to obtain the Services from any entity other than the Engineer.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 12, 2016,** and will expire **July 12, 2017** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County by a "Work Authorization" the form of which is attached hereto as Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each Work Authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and

records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including but not limited to:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the

County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer

fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the

attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County Urban County
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services**
Attn: Daniel Campos, P.E.- Vice President
207 E. Magnolia Ave.
La Feria, Texas 78559

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

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

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

Arturo Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 7/6/16

ENGINEER:
LAZCAMREA, LLC d/b/a:
Fulcrum Consulting Services

By: _____, P.E.

Printed Name Dan Campos,

Title: P.E., Vice President

Approved by Commissioners' Court on: July 6, 2016.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

City of Edcouch
2015 Park Recreational Facility Improvement Project
Scope of Services

The scope involves replacement of deteriorated park equipment caused by weathering and aging and improvements to Bell City Park located along Industrial Street between Crenshaw Street and Adkins Avenue. Bell City Park improvements consist of adding restroom facilities, parking lot expansion and overlay of the existing parking as well parking lot stripping. Approximately 500 ft. of 5 ft. wide concrete sidewalk and approximately 1,142 ft. of 6 ft. wide walking asphalt trail is being planned including sand volley ball court and rehabilitation of the existing basketball court.

Fulcrum Consulting Services scope of work will include the following engineering, planning and design work:

- Design of the restroom facilities
- Engineer the extension of water and sewer service to the restroom facility
- Design of the parking lot expansion and overlay of existing parking lot which will include geotechnical services needed for subgrade prep work
- Design of the sidewalk walking path, volley ball court and asphalt walking trail
- Planning for the rehabilitation of the existing basketball court.

In addition to design phase services, Fulcrum Consulting Services scope of work will also include material testing during construction. Our office proposes to convey these improvements to Bell City Park into a set of contract documents, construction plans and specifications.

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

EXHIBIT C

-Engineer Contract Rates

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

City of Edcouch
Professional Engineering, Geotechnical and Construction Material Testing
Fee-breakdown
2015 Park Recreational Facility Improvement Project
Prepared by:

SCOPE OF SERVICES

Preliminary design	**$ 2,385.00**
Design	**$ 9,540.00**
Construction Administration	**$ 3,975.00**
Geotechnical Engineering	**$ 2,400.00**
Construction Material Testing	**$ 3,500.00**
Total:	**$21,800.00**

Should you have any questions or need additional information please feel free to contact our office at 956-797-3411.

Thank you,

, P.E.

George E. Lazaro, P.E.
Fulcrum Consulting Services

7/27/16

, P.E.

F-12369

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

CITY OF EDCOUCH

Project Name: 2015 Park Recreational Facility Improvement Project

Planning & Engineering	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.
101 - Project Adminstration	10	3	4	1	2	0	2
101- Field Work & Design Critieria	5	9	9	9	11	13	5
101 - Final Design	10	9	10	10	10	13	5
101 - Construction	0	6	0	4	0	4	10
TOTAL HOURS	25	27	23	24	23	30	22
BILLING RATE	$150.00	$140.00	$110.00	$65.00	$60.00	$60.00	$50.00
SUBTOTAL - LABOR COST	$3,750.00	$3,780.00	$2,530.00	$1,560.00	$1,380.00	$1,800.00	$1,100.00
TOTAL ENGINEERING							$15,900.00

Geotechnical Engineering (Design Phase)	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.
101 - Project Adminstration	0	0	0	0	2
101- Field Work & Design Critieria	0	4	0	22	0
101 - Final Design	2	0	8	0	0
101 - Construction	0	0	0	0	0
TOTAL HOURS	2	4	8	22	2
BILLING RATE	$135.00	$110.00	$95.00	$40.00	$25.00
SUBTOTAL - LABOR COST	$270.00	$440.00	$760.00	$880.00	$50.00
TOTAL ENGINEERING					$2,400.00

Construction Phase Material Testing	Principal	Project Engineer	Technician	Admin. Assist.
101 - Project Adminstration	0	0	0	3
101- Field Work & Design Critieria	6	6	0	0
101 - Final Design	0	0	0	0
101 - Construction	3	6	26	0
TOTAL HOURS	9	12	26	3
BILLING RATE	$135.00	$95.00	$40.00	$35.00
SUBTOTAL - LABOR COST	$1,215.00	$1,140.00	$1,040.00	$105.00
TOTAL ENGINEERING				$3,500.00

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services** professional engineers of **La Feria,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Engineering Services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. ____ .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE OWNER:
HIDALGO COUNTY

ATTEST:

_____
By: Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

THE ENGINEER:

Fulcrum Consulting Services
LAZCAMREA, LLC d/b/a:

_____
By: Dan Campos, P.E. - Vice President

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services** Professional Engineers of, **La Feria,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **7th** day of **June 2016** concerning Engineering for **Engineering Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE OWNER:
HIDALGO COUNTY

ATTEST:

_____
By: Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

THE ENGINEER:

Fulcrum Consulting Services
LAZCAMREA, LLC d/b/a:

_____
By: Dan Campos, P.E. - Vice President

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2016

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 have ADDITIONAL INSURED provisions or 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: JOHN FTACEK / IDA SALINAS
State Farm JOHN FTACEK 101 S MAIN ST LA FERIA, TX 78559	PHONE (A/C, No, Ext): 956-797-2881 FAX (A/C, No): 956-797-1803 E-MAIL ADDRESS: ida.l.salinas.lvaz@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: STATE FARM LLOYDS INSURANCE COMPANY	
INSURER B: STATE FARM MUTUAL INSURANCE COMPANY	
INSURER C: TEXAS MUTUAL INSURANCE COMPANY	
INSURER D: STATE FARM FIRE AND CASUALTY COMPANY	
INSURER E:	
INSURER F:	

INSURED

LAZ CAMREA, LLC DBA: FULCRUM CONSULTING SERVICES
207 EAST MAGNOLIA AVE
LA FERIA, TX 78559

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			90-B4-W575-5	08/02/2016	08/02/2017	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 $ $ 5,000 $ $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			200 3651-F27-53G 200 3655-F27-53G 216 8523-C04-53C 245 9559-C24-53	06/27/2016 06/27/2016 03/04/2016 03/24/2016	12/27/2016 12/27/2016 09/04/2016 09/24/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBPP0001240295 20120713	08/21/2015	08/21/2016	PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INS CO			PS0000004408901	08/30/2015	08/30/2016	1,000,000 - LIMIT OF LIAB EACH CLAIM 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

URBAN COUNTY PROGRAM
427 E DURANTE STE 107
ALAMO, TEXAS 78516

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Ftacek

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
JOHN FTACEK STATE FARM INSUANCE AGENCY		LAZ CAMREA, LLC DBA: FULCRUM CONSULTING SERVICE 207 EAST MAGNOLIA AVE LA FERIA, TEXAS 78559
POLICY NUMBER 245 9559-C-24-53 , 216 8523-C04-53C, 200 3651-F2753G		
CARRIER STATE FARM MUTUAL	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SCHEDULE OF VEHICLES:

1.	2008	SMART COUPE	WMEEJ31X88K106259
2.	2015	CHEVY SILVERADO	1GC1KVEG7FF550304
3.	2015	CHEVY SILVERADO	1GCRCPEH6FZ323365
4.	2015	CHEVY TAHOE	1GNSCBKC7FR705666
5.	2012	CHEVY SUBURBAN	1GNSCJE05CR541185
6.	2008	FORD E150 VAN	1FTNE14W08DB52831
7.	2015	CHEVY 1500 PU	3GCUKREC1FG186462

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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:
2016-35113

Date Filed:
04/05/2016

Date Acknowledged:
04/06/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fulcrum Consulting Services
Harlingen, 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.

Urban County Program

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 goods or services to be provided under the contract.

5015-20-0306-5000-2000
Engineering Services — City of Edcouch - Park, Rec. Facility

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

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:
2016-35113

Date Filed:
04/05/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Fulcrum Consulting Services
Harlingen, TX United States

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Urban County Program

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 goods or services to be provided under the contract.
5015-20-0306-5000-2000
Engineering Services — City of Edcouch - Park, Rec. Facility

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.

LESLIE ANN SALINAS
Notary ID # 128829419
My Commission Expires
February 18, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Daniel Campos, this the 5th day of April, 20 16, to certify which, witness my hand and seal of office.

Leslie A. Salinas — Leslie Ann Salinas — Notary of Texas

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-55675 **Urban County** **16. C.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Discussion and action on allowing the replacement of existing substandard units with new manufactured housing units.

BACKGROUND

The County of Hidalgo Urban County Program (UCP) Owner Occupied Rehabilitation Program has recently begun to experience a high number of applications from families living is substandard manufactured housing units. As per the HOME Final Rule, 24 CFR Part 92.2, through a "reconstruction" activity, a substandard housing unit can be replaced with a new or standard unit of manufactured housing. As such, the UCP is requesting approval to provide the above mentioned service.

Fiscal Impact

Attachments

Manufactured Housing

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2016 10:48 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Sandra Regalado Started On: 08/03/2016 08:47 AM

Final Approval Date: 08/05/2016

HOME Investment Partnerships Program

Final Rule

24 CFR Part 92

September 16, 1996

(updated through December 22, 2004)

Project means a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking under this part. The project includes all the activities associated with the site and building. For tenant-based rental assistance, project means assistance to one or more families.

Project completion means that all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under § 92.251); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD. For tenant-based rental assistance, project completion means the final drawdown has been disbursed for the project.

Reconstruction means the rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.

Single family housing means a one- to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

Single parent means an individual who:

1. Is unmarried or legally separated from a spouse; and

2. Has one or more minor children of whom the individual has custody or joint custody, or is pregnant.

Single room occupancy (SRO) housing means housing (consisting of single room dwelling units) that is the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both) if the project consists of new construction, conversion of non-residential space, or reconstruction. For acquisition or rehabilitation of an existing residential structure or hotel, neither food preparation nor sanitary facilities are required to be in the unit. If the units do not contain sanitary facilities, the building must contain sanitary facilities that are shared by tenants.

State means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive officer to act on behalf of the state with regard to the provisions of this part; however, for purposes of the American Dream Downpayment Initiative (ADDI) described in subpart M of this part, the term "state" does not include the Commonwealth of Puerto Rico (except for FY2003 ADDI funds).

State recipient. See § 92.201(b)(2).

Frequently Asked Questions

What is a manufactured home?

A manufactured home (formerly known as a mobile home) is built to the Manufactured Home Construction and Safety Standards (HUD Code) and displays a red certification label on the exterior of each transportable section. Manufactured homes are built in the controlled environment of a manufacturing plant and are transported in one or more sections on a permanent chassis.

What is the difference between manufactured and modular homes?

Manufactured homes are constructed according to a code administered by the U.S. Department of Housing and Urban Development (HUD Code). The HUD Code, unlike conventional building codes, requires manufactured homes to be constructed on a permanent chassis. Modular homes are constructed to the same state, local or regional building codes as site-built homes. Other types of systems-built homes include panelized wall systems, log homes, structural insulated panels, and insulating concrete forms.

What are my options for financing the purchase of a manufactured home?

There are many alternatives forfinancing your home, including a growing number of lending institutions that are providing conventional and government-insured financing plans for prospective owners. The most common method of financing a manufactured home is through a retail installment contract, available through your retailer. Some lending institutions that offer conventional, long-term real estate mortgages may require the homes to be placed on approved foundations. Manufactured homes are eligible for government-insured loans offered by the **Federal Housing Administration (FHA)**, the **Veterans Administration (VA)**, and the **Rural Housing Services (RHS)** under the U.S. Department of Agriculture.

For additional assistance, you may wish to contact HUD's **Housing Counseling Clearinghouse**. HUD-approved housing counseling agencies provide housing counseling to renters, first-time buyers, and homeowners. Homeowners with problems that could result in default of their mortgage or foreclosure on their property need to contact a HUD-approved housing counseling agency immediately. HUD's Housing Counseling Clearinghouse operates a toll-free 24-hour-a-day automated voice response system that provides referrals to local housing counseling agencies, at (800) 569-4287. Referrals are also available to Spanish-speaking consumers.

Whom do I contact if my home was damaged during installation?

Retailers may contract with their customers for the installation of their homes, in which case the retailer is your first contact for installation-related problems. If the retailer does not arrange for the installation and you choose the installation contractor, you should contact the installer who performed the work. If you are not satisfied with the repair, contact the local authority/SAA having jurisdiction. It is important that all services related to the installation be listed separately in the contract.

What should I do if I'm having problems with my home and the Retailer and/or Manufacturer are no longer in business?

Contact your **SAA** or State agency that regulates manufactured home manufacturers or retailers. Your State may administer a bonding or recovery fund program for such instances.

My home was built before June 15, 1976. I've made some modifications to my home and believe it meets the HUD Standards. Can someone come inspect my home to make sure it's in compliance with the Standards?

HUD does not inspect homes. Homes built prior to June 15, 1976, even with modifications, do not meet the HUD standards and cannot be accepted as compliant with the HUD Code. As the homeowner, you may find a licensed engineer willing to inspect your home for compliance with your state's housing code. FHA does not insure mortgages on manufactured homes built prior to June 15, 1976. Most other mortgage insurance firms follow FHA's policy.

Will HUD issue certification labels (HUD tags) if my home was built before 1976?

No. The Department will not issue tags for a manufactured (mobile) home constructed prior to the enforcement of the Manufactured Home Construction and Safety Standards, effective June 15, 1976.

What kind of financing is available for my manufactured home?

AI-55614 **Urban County** **16. D.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a budget and program amendment for the City of La Joya. The proposed amendment is for Fiscal Years 26 & 28 (2013 & 2015) work plans. The amendment will add the 2014 Street Improvement Project to both fiscal years to allow the expenditure of available funds for project completion.

BACKGROUND

A Public Hearing was held on Tuesday, July 26, 2016 at 6:00 P.M. at the La Joya City Hall and citizen participation requirements have been met. The City of La Joya approved the amendment as proposed for funding years 26 & 28 (2013 & 2015). All funding will be utilized for the already environmentally cleared 2014 Street Improvement Project.

2014 Street Improvement Project includes:

Project consists of funding for the re-paving of various streets including but not limited to professional engineering services, material testing, advertisements, and related expenses as they pertain to project completion. Location: 11th, 12th, 13th, 14th, Vela/Jackson Street, Peralez/Martinez Street, Gonzalez Street, Alaniz Street, and Elizabeth Street, La Joya, Texas.

See attached copy of Public Hearing Notice, Sign In Sheet, City Excerpts of Meeting Minutes and Letter of request for approval from the City of La Joya.

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2016 01:59 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Olga Lerma Started On: 07/28/2016 08:36 AM

Final Approval Date: 08/05/2016

PUBLIC HEARING NOTICE
CITY OF LA JOYA

Published On: June 24, 2016

BUDGET & PROGRAM AMENDMENT

In compliance with the Community Development Block Grant (CDBG) requirements, the **City of La Joya** will conduct a Public Hearing to solicit input from interested parties on the City's proposed substantial budget & program amendment to its Urban County Program **Years 26 & 28 (2013 & 2015).**

En conformidad con los requisitos del Programa de desarrollo comunitario de beca de bloque (CDBG), La Ciudad de La Joya llevará acabo una audiencia pública para solicitar la opinión de aquellos interesados en el presupuesto substancial y enmienda del Programa Urbano del Condado Hidalgo, para los años 26 Y 28 (2013 Y 2015.

The Public Hearing will be held on, **Tuesday, July 26, 2016 at 6:00 P.M. at the City of La Joya – City Hall located at 101 N. Leo Avenue, La Joya, Texas 78560**

La Audiencia Pública se llevará a cabo en, ***Martes, 26 de julio 2016 a las 6:00 PM en la Ciudad La Joya ubicada en 101 N. Leo Avenue, La Joya Texas 78560.***

Existing Budget *Presupuesto Existente*	**Year 26 (2013) Activities** *Año y Actividades*	**Proposed Budget** *Propuesta de presupuesto*
$96,045.13	Street Improvements/*Mejoras de Calles*	**$ 96,045.13**

Existing Budget *Presupuesto Existente*	**Year 28 (2015) Activities** *Año y Actividades*	**Proposed Budget** *Propuesta de presupuesto*
$185,832.00	Street Improvements/*Mejoras de Calles* +565.81	$186,397.81
$ 20,000.00	Fire Stations/Equipment */Estacion de Bomberos/Equipo*(-484.88)	$ 19,515.12
$ 2,500.00	General Program Administration */Administracion General del Programa* (-80.93)	$ 2,419.07
$208,332.00		**$208,332.00**

The proposed amendment will ADD a Street Improvements project for each respective year. Project consists of funding for the re-paving of various streets including but not limited to professional engineering services, material testing, advertisements, and related expenses as they pertain to project completion. Location: 11th, 12th, 13th, 14th, Vela/Jackson Street, Peralez/Martinez Street, Gonzalez Street, Alaniz Street, and Elizabeth Street, La Joya, Texas. Project is already environmentally cleared.

La enmineda propuesta se sumará un proyecto de mejoras de calles para cada año respectivo. El proyecto consiste en la financiación de la re - pavimentación de varias calles incluyendo pero no limitado a los servicios profesionales de ingeniería , pruebas de materiales , anuncios , y gastos relacionados , ya que pertenecen a la finalización del proyecto . Localización : Calles numberos 11, 12 , 13, 14 , Vela / Jackson Street , Peralez / Calle Martínez , González Calle , Alaniz la calle , y la calle Elizabeth , La Joya , Texas. El proyecto ya está aprobado por el medio ambiente .

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Presentation may be presented in English or Spanish as requested by persons present at Hearing.
Las presentaciones se haran en español o ingles para aquellas personas que asi lo deseen.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localizada:
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516 or call / *o llame al* (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Mayor/Alcalde: J.A. "Fito" Salinas
City of La Joya, P.O. Box H, La Joya, Texas 78560

City of La Joya

"Jewel of the Valley"

July 28, 2016

Urban County Program
Attn: Diana Serna, UCP Director
427 E. Duranta Avenue
Alamo, Texas 78516

RE: Budget & Program Amendments for Years 26 & 28 (2013 & 2015)

Dear Ms. Serna:

The City of La Joya is requesting to be placed on the agenda for Commissioner's Court for the approval of the above reference mentioned. City Council held a Public Hearing on Tuesday July 26, 2016 at 6pm and approved this item. For your records a copy of the minutes and sign-in sheet are enclosed.

If you should have any questions or require additional information please feel free to contact our office at 956-581-7002 or to our direct line at 956-600-7623.

Sincerely,

Mike Alaniz, City Administrator

MA/jrs

Cc: Mayor Jose A. "Fito" Salinas & City Council
Guadalupe Garcia, UCP Coordinator

MINUTES OF PUBLIC HEARING
URBAN COUNTY PROGRAM
BUDGET & PROGRAM AMENDMENT YEARS 26 & 28
JULY 26, 2016 @6pm

PRESENT
Jose A. "Fito" Salinas, Mayor
Maria Eguenia "Geny" Salinas, Commissioner
Victorio Salinas, Jr., Commissioner
Anna Lisa Ruiz, Commissioner

ABSENT
Mary Salinas, Mayor Pro-Tem

OTHERS PRESENT
Mike Alaniz, City Administrator
Julianita Sabala, City Secretary

AGENDA

1. **Roll Call, Invocation and Pledge of Allegiance.**
   Mayor Jose A. "Fito" Salinas opened meeting at 6:00pm. City Administrator Mike Alaniz led us with the Invocation and Commissioner Anna Lisa Ruiz led us with the Pledge of Allegiance.

2. **OPEN PUBLIC HEARING**
   Mayor Jose "Fito" Salinas convened into Public Hearing Session at 6:02pm

3. **Public Hearing to solicit input from interested parties on the City's proposed substantial budget & program amendments to its Urban County Program Years 26 and 28 (2013 & 2015).**
   Mike Alaniz City Administrator addressed Council and Public on the proposed budget and program amendments to its Urban County Program for Years 26 & 28. No Public Input at this time.

4. **CLOSE PUBLIC HEARING**
   Mayor Jose A. "Fito" closed public hearing at 6:17pm.

5. **Convene into City Agenda for any other items.**
   City Council convened into regular agenda at 6:17pm.

6. **Discussion and action to approve Budget & Program Amendment for the City of La Joya Urban County Program Years 26 and 28 (2013 & 2015).**
   City Administrator Mike Alaniz, recommended for City Council's approval for this item. After a brief discussion a motion to approve was made by Commissioner Maria Eugenia "Geny" Salinas, Commissioner Victorio Salinas second the motion, all in favor, motion was carried unanimously.

7. **Discussion and action on <u>ORDINANCE 2016-10</u> – An Ordinance restricting the use of City property specifically for emergency room, trauma center, medical center or doctor's office.**
   Mike Alaniz City Administrator addressed City Council and recommended approval to allow and specify restrictions for use of real estate property and for the execution of a Property Deed for Texas E.R. Properties, LTD. After discussion a motion to approve was made by Commissioner Anna Lisa Ruiz, Commissioner Maria Eugenia "Geny" second the motion, all in favor, motion was carried unanimously.

8. **Discussion and action on the Replacement, Appointment or Re-appointment for the City of La Joya Planning & Zoning Board Members.**
   Mayor Jose A. "Fito" Salinas appointed Jesus Salinas to replace Maria Peralez and appointed Luis Gutierrez to replace Anna Lisa Ruiz. A motion to approve was made by Commissioner Anna Lisa Ruiz, Commissioner Victorio Salinas second the motion, all in favor, motion was carried unanimously.

9. **Discussion and action on matters related to employment for the hiring of Police Department Personnel pursuant to Section 551.074.**
   *A motion to **CONVENE INTO EXECUTIVE SESSION** at approximately 6:25pm for this item was made by Commissioner Maria Eugenia "Geny" Salinas, Commissioner Anna Lisa Ruiz second the motion, all in favor, motion was carried unanimously.*

   *A motion to **RE-CONVENE INTO REGULAR SESSION** at approximately 6:52pm was made by Commissioner Maria Eugenia "Geny" Salinas, Commissioner Victorio Salinas second the motion, all in favor, motion was carried unanimously.*

   A motion to approve the hiring of one Patrol Officer Mr. Erick Sanchez and one Communications Officer Mr. Abel Ponce de Leon was made by Commissioner Anna Lisa Ruiz, Commissioner Maria Eugenia "Geny" Salinas second the motion, all in favor, motion was carried unanimously.

10. **Adjournment**
    A motion to adjourn meeting at 6:57pm was made by Commissioner Mari Eugenia "Geny" Salinas, Commissioner Anna Lisa Ruiz second the motion, all in favor, motion was carried unanimously.

READ AND APPROVED ON THIS 9th DAY OF AUGUST 2016.

ATTEST

Julianita Sabala, City Secretary

CITY OF LA JOYA

Mayor Jose A. "Fito" Salinas

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
CITY OF LA JOYA - PUBLIC HEARING
BUDGET & PROGRAM AMENDMENTS YEARS 26 & 28
TUESDAY, JULY 26, 2016 @6:00PM –
SIGN IN SHEET

	NAME	ADDRESS	PHONE NUMBER
1.	Victoria Salinas	132 West 4th St	956-458-0270
2.	Anna Ruth Ray	881 N Loreto	
3.	Yolanda Salazar	528 Lake Park, La Joya	956-600-7623
4.		120 West 4th Street, La Joya, TX	956-[illegible]4124
5.	Ron Ruiz		956.607.8745
6.	Jesus Salinas		
7.	Erick Sanchez		(956) 530-0185
8.	Adolfo Arriaga		956 585 4855
9.	Norma L Alaniz	PO Box 16 LA JOYA TX, 78560	445-3570
10.		P.O. Box 1256 La Joya, Tx 78560	581-4307
11.		P.O BOX 1525 La Joya tx 78560	(956) 998-2209
12.	Milee Alaniz	P.O Box 573 Penitas TX	956-369-1562
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

AI-55610 **Urban County** **16. E.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a budget and program amendment for the City of San Juan. The proposed amendment is for Fiscal Years 23, 24, 25, 27 & 28 (2010, 2011, 2012, 2014 & 2015) Work Plans. The amendment will add the 2015 and 2016 Street Improvement Project to all years to allow the expenditure of available funds for project completion.

BACKGROUND

A Public Hearing was held on Tuesday, July 26, 2016 at 6:00 P.M. at the San Juan Memorial Library and citizen participation requirements have been met. The City of San Juan approved the amendment as proposed for funding years 23, 24, 25, 27 & 28 (2010, 2011, 2012, 2014 & 2015). All funding will be utilized for the two existing and already environmentally cleared Street Improvement Projects.

2015 Street Improvement Project includes:

Project consists of the repaving of several streets (Iowa, 3rd and 4th) including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing, etc. Locations: Iowa Street (from 1st Street to Railroad), 3rd Street (from Kansas to Wyoming), and 4th Street (from Kansas to Wyoming), San Juan TX 78589.

2016 Street Improvement Project includes:

Project consists of the re-construction of several streets to include but not limited to adjacent/abutting streets within the same general vicinity and any related appurtenances. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Locations: Salazar St. (from Pullin Ave. to Coconut Palm Ave.) Pullin Avenue (from FM 495 to Salazar St.), Hooper Avenue (from FM 495 to Salazar St.) and Coconut Palm Ave. (from FM 495 to Salazar St.), San Juan, TX 78589.

See attached copy of Public Hearing Notice, Sign In Sheet, City Excerpts of Meeting Minutes and Letter of request for approval from the City of San Juan.

Fiscal Impact

Attachments

Budget & program Amendment City of San Juan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2016 01:59 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Olga Lerma		Started On: 07/27/2016 04:30 PM
Final Approval Date: 08/05/2016		

PUBLIC HEARING NOTICE
CITY OF SAN JUAN

Published On: June 24, 2016

BUDGET & PROGRAM AMENDMENT

In compliance with the Community Development Block Grant (CDBG) requirements, the **City of San Juan** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program **Years 23, 24, 25, 27 & 28 (2010, 2011, 2012, 2014 & 2015).**

En conformidad con los requisitos del Programa del Desarrollo Comunitario de Concesion de bloque (CDBG), La Ciudad de San Juan llevará acabo una audiencia pública para solicitar la opinión de aquellos interesados en el Presupuesto sustancial y enmienda del Programa Urbano del Condado Hidalgo de años de financiamiento 23, 24, 25, 27 Y 28 (2010, 2011, 2012, 2014 Y 2015).

The Public Hearing will be held on **Tuesday, July 26, 2016 at 6:00 P.M. at the City of San Juan –Memorial Library located at 1010 S. Standard Avenue, San Juan, Texas 78589.**

*La Audiencia Pública se llevará a cabo el **Martes, 26 de julio 2016** a las **6:00 PM** en la **Bibloteca Conmemorativa de San Juan ubicada en 1010 S. Standard Avenue, San Juan, Texas 78589.***

Existing Budget	**Year/ Activities**	**Proposed Budget**
Presupuesto existente	***Año / Actividad***	***Propuesta de Presupuesto***
$ 38,737.28	2010 Rehab Single Unit Residential */Composturas de Residencia*	$ 0.00
$ 0.00	2010 Street Improvements / *Mejoras de calles*	$ 38,737.28
$ 14,314.72	2011 Flood Drainage Imp. / *Mejoras de drenaje*	$ 0.00
$ 0.00	2011 Street Improvements / *Mejoras de calles*	$ 14,314.72
$ 9,389.40	2012 Water/Sewer Imp. / *Mejoras de agua/drenajes*	*$ 0.00*
$ 0.00	2012 Street Improvements/ *Mejoras de Calles*	$ 9,389.40
$250,201.72	2014 Water/Sewer Imp. / *Mejoras de agua/drenajes*	*$200,201.72*
$ 0.00	2014 Street Improvements/ *Mejoras de calles*	$ 50,000.00
$249,195.00	2015 Street Improvements / *Mejoras de calles*	$249,195.00
$561,838.12	**TOTAL FUNDS/ TOTAL DE FONDOS**	**$561,838.12**

The proposed amendment will ADD the 2015 Street Improvements Project description to the 2010-2012 action plans in order to utilize the surplus funding in each respective year. The project consists of the repaving of several streets (Iowa, 3rd and 4th) including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing, etc. Locations: Iowa Street (from 1st Street to Railroad), 3rd Street (from Kansas to Wyoming), and 4th Street (from Kansas to Wyoming). The amendment will also include the 2016 Street Improvements project description, should surplus funding be available in the previous year funding. The project consists of the re-construction of several streets to include but not limited to adjacent/abutting streets within the same general vicinity and any related appurtenances. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Locations: Salazar St. (from Pullin Ave. to Coconut Palm Ave.) Pullin Avenue (from FM 495 to Salazar St.), Hooper Avenue (from FM 495 to Salazar St.) and Coconut Palm Ave. (from FM 495 to Salazar St.), San Juan, TX 78589. 2015 project locations have been environmentally cleared. 2016 project is subject to HUD approval and release of funds.

La modificación propuesta se agrega la descripcion de calles a los planes de acción 2010-2012 con el fin de utilizar los remanentes financieros en cada año respectivo. El proyecto consiste en la repavimentación de varias calles (Iowa, 3° y 4°), incluyendo pero no limitado a las calles adyacentes / contiguas dentro de la misma área general, accesorios relacionados, servicios profesionales de ingeniería, ensayos geotécnicos y el material, etc. Ubicaciones: Iowa Street (de calle no.1 al la calle Railroad), la Calle 3 (de Kansas a Wyoming), y la Calle 4 (de Kansas a Wyoming). La modificación también incluye la descripción del proyecto 2016 Mejoras a las calles, debe estar disponible en la financiación del año anterior remanentes financieros.El proyecto consiste en la reconstrucción de varias calles para incluyendo pero sin limitarse a las calles adyacentes / contiguas dentro de la misma área general y cualquiera otros accesorios relacionados. Otros gastos incluyen los servicios profesionales de ingeniería, topografía, costos de las pruebas geotécnicas y materiales de construcción, etc. Localizaciones: Calle Salazar (de Pullin Ave. hasta Coconut Palm Ave.) Pullin Avenida (de FM 495 a Calle Salazar), Hooper Avenue (de FM 495 a Calle Salazar.) y la Coconut Palm Ave. (De FM 495 a Calle Salazar), San Juan, TX 78589. 2015 ubicaciones de los proyectos se han aprovado por el medio ambiente. El proyectode 2016 está sujeto a la aprobación de HUD y la liberación de fondos.

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Presentation may be presented in English or Spanish as requested by persons present at Hearing.
Las presentaciones se haran en español o ingles para aquellas personas que asi lo deseen.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localizada:
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516 or call *o llame al* (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Mayor San Juanita Sanchez
City of San Juan, 709 N. Nebraska, Texas 78589.

Mayor: San Juanita Sanchez
Mayor Pro-Tem: Mario Garza
Commissioners: Jesus "Jesse" Ramirez
Raudel Maldonado
Pete Garcia

July 27, 2016

Diana R. Serna,
UCP Director
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78538

RE: REQUEST FOR BUDGET AND PROGRAM AMENDMENT

Dear Ms. Serna:

Please be advised that the City of San Juan City Commission conducted the required public hearing and voted to approve the Budget Program Amendment for the opportunity to reallocate excess surplus monies from FY 2010, 2011, 2012 and 2014 in the amount of $119,043.12 to Fiscal Years 2015 and 2016 as needed. Budget figures were discussed with Lupita V. Garcia, UCP Coordinator II assigned to San Juan.

Please submit the budget amendment in the next Hidalgo County Commissioner's Court meeting for their consideration.

If you have any questions, you or Lupita can reach us at your convenience. Thank you for your prompt attention and I look forward to your response.

Respectfully,

Benjamin Arjona,
City Manager

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

MINUTES OF A REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE:	Tuesday, July 26, 2016
TIME:	6:00 p.m.
PLACE:	San Juan Memorial Library Multipurpose Meeting Room 1010 S. Standard San Juan, Texas 78589
MEMBERS PRESENT:	San Juanita Sanchez, Mayor Mario Garza, Mayor Pro Tempore Jesus "Jesse" Ramirez, Commissioner Raudel Maldonado, Commissioner Pete Garcia, Commissioner Javier Villalobos, City Attorney
MEMBERS ABSENT:	None
STAFF PRESENT:	Benjamin Arjona, City Manager Amanda Ramirez, Administrative Clerk Tirso Garza, Fire Chief Juan Gonzalez, Police Department Pablo Garza, Director of Finance Adelaida Cordero, Director of Human Resources Armando Ponce, Director of Parks and Recreation David Salinas, Director of Utilities Carmen Gonzalez, Director of Sanitation Mary Enriquez, Court Administrator Xavier Cervantes, Director of Planning Armandina Sesin, Library Director Hussein Bakka, IT Director
GUEST:	None

ORDER OF BUSINESS:

I. CALL MEETING TO ORDER

Mayor San Juanita Sanchez called meeting to order at 6:02 p.m.

II. INVOCATION

Pastor Sylvia De La Garza led the invocation.

III. PLEDGE OF ALLEGIANCE

Mayor San Juanita Sanchez led the Pledge of Allegiance.

IV. PUBLIC HEARINGS

A. Conduct a Public Hearing for the Urban County Program Budget and Program Amendments of Funding for Years 2010, 2011, 2012, 2014 and 2015.

Public hearing opened at 6:04 p.m.

DISCUSSION: Mr. Cervantes explained that the proposed amendment will add the 2015 Street Improvements Project description to the 2010—2012 action plans to utilize surplus funding in each respective year. The project consists of repaving several streets (Iowa, 3rd and 4th) and related appurtenances, professional engineering services, geotechnical and material testing, etc.

He added that the amendment will also include the 2016 Street Improvements Project description should surplus funding be available in the previous funding year. The project consists of re-construction of several streets and other expenditures that include professional engineering services, surveying, geotechnical and construction material testing fees. Locations: Salazar Street, Pullin Avenue, Hooper Avenue, and Coconut Palm Avenue. 2015 project locations have been environmentally cleared.

Mr. Cervantes asked the Commission to note that there was a modification from the original Public Hearing Notice under the 2012 line item description. It was erroneously entered as Water/Sewer Improvements but should have been however listed as Street Improvements, as the line item is already in place and we are only including the new project description to accommodate the 2015 streets listed.

Mayor San Juanita Sanchez asked Mr. Cervantes to explain the budget amendment. Mr. Cervantes said that $38,737.28 were left over from 2010 funds, $14,314.72 were left over from 2011 funds and that $9,389.40 were left over from 2012 funds that will now be used to fund the street paving projects coming up.

Mayor San Juanita Sanchez asked about the timeline for the projects. Mr. Cervantes said that the Iowa, 3rd and 4th Street project is being engineered at this time and we should be going out for bids in a couple of months. In regards to the Capri Subdivision streets the environmental process has been completed and we are hoping for those streets to be repaved early next year.

Mayor Pro-tem asked who was the engineering for the projects. Mr. Cervantes said that for Iowa, 3rd and 4th Street Perez Consulting Engineers had been selected which is one of the three firms that were selected as city engineers. He added that for the Capri Subdivision streets an engineering firm had not been selected yet but a firm will be hired later this year.

Mayor San Juanita Sanchez asked if anybody from the public had any comments about the proposed budget amendments. There were none.

The public hearing was closed at 6:09 p.m.

V. CONTRACTUALS

A. Consider Discussion and Action of the Approval of the Urban County Program Budget and Program Amendments as Presented for Program Years 2010, 2011, 2012, 2014 and 2015 Including New Projects for Surplus Funding Expenditures.

DISCUSSION: Mr. Cervantes explained that the proposed amendment will add the 2015 Street Improvements Project description to the 2010—2012 action plans to utilize surplus funding in each respective year. The project consists of repaving several streets (Iowa, 3rd and 4th) and related appurtenances, professional engineering services, geotechnical and material testing, etc.

He added that the amendment will also include the 2016 Street Improvements Project description should surplus funding be available in the previous funding year. The project consists of re-construction of several streets and other expenditures that include professional engineering services, surveying, geotechnical and construction material testing fees. Locations: Salazar Street, Pullin Avenue, Hooper Avenue, and Coconut Palm Avenue. 2015 project locations have been environmentally cleared.

Mr. Cervantes asked the Commission to note that there was a modification from the original Public Hearing Notice under the 2012 line item description. It was erroneously entered as Water/Sewer Improvements but should have been however listed as Street Improvements, as the line item is already in place and we are only including the new project description to accommodate the 2015 streets listed.

Commissioner Jesse Ramirez made a motion to approve the budget amendment with the modifications as presented and was seconded by Commissioner Pete Garcia. Motion passed unanimously. (5-0)

VI. PUBLIC COMMENTS

VII. PRESENTATIONS

A. Presentation on Departmental Reports: Finance Department, Fire Department, Utilities Department, Police Department, Municipal Court, City Manager. [Benjamin Arjona, City Manager]

VIII. CONSENT AGENDA

A. Investment Report as of June 30,2016.

B. Budget Expenditure Report- May 31, 2016

C. Consider an Ordinance in Second Reading for a Conditional Use Permit to Operate Two (2) Portable Food Concession Stands at a Property Legally Described as Lot 2, San Miguel Subdivision located at the Northwest Corner of Monica Street and Raul Longoria Road as Requested by Benadad Gonzalez.

DISCUSSION: Commissioner Pete Garcia made a motion to approve and was seconded by Commissioner Raudel Maldonado. Motion passed unanimously. (4-0)

IX. ADJOURNMENT:

Commissioner Raudel Maldonado made a motion to adjourn and seconded by Commissioner Pete Garcia. Motioned passed. (5-0)
The meeting was adjourned at 9:13 pm.

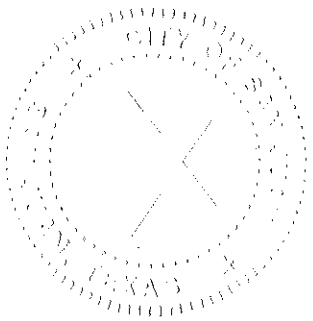
STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF SAN JUAN

I, Benjamin Arjona, City Manager of the City of San Juan, do hereby certify that the following is an excerpt, not yet approved minutes, of the City Commission meeting held on July 26, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed the official seal of the City of San Juan, Texas this the 27th day of July, 2016.

Benjamin Arjona,
City Manager

SEAL



City of San Juan
Urban County Program
Public Hearing for Budget Amendment
Sign-In Register
City Commission Chambers
July 26, 2016
6:00 p.m.

	Name	Agency	Phone No.
1.	MARIO GARCIA	MAYOR PRO TEM - S.J	
2.	Feliberto Garza		781-1492
3.	[illegible]	802 N. Ohate	787-4969
4.	Armandina Serin	San Juan	702-0926
5.	[illegible]	San Juan	
6.	Amanda Ramirez		784-2108
7.	[illegible]		
8.	Hussein Balka	San Juan	588-1167
9.	Manal Yunis	San Juan	283-4884
10.	[illegible]		
11.	[illegible]	San Juan	223-2350
12.	Luis Peña	San Juan	638-3705
13.	Rebecca Hayward	DURBUZ	421-4904
14.	John Hayward		
15.	Xavier Cervantes	San Juan	223-2220

City of San Juan
Urban County Program
Public Hearing for Budget Amendment
Sign-In Register
City Commission Chambers
July 26, 2016
6:00 p.m.

Name	Agency	Phone No.
1. Maria O. Reyes		(956) 460-4671
2. Jorge Rodea		(956) 570-3267
3. Ramiro Trevino		(956) 354-7685
4. Daniel L. Dale		956-560-3890
5. Armando Ponce		956-648-4796
6.		956-588-1201
7. E. Gonzales #491		
8. Juan Gonzalez		223-2401
9. Carmen Gonzalez		223-2330
10. Ben Arjona		278-4768
11. Wilson Navarro		956-407-5653
12. Pastor Sylvia De La Garza		956-655-5508
13. Yolanda Cardenas		223-2200
14. Mario Ruiz		223-2460
15.		223-2400

City of San Juan
Urban County Program
Public Hearing for Budget Amendment
Sign-In Register
City Commission Chambers
July 26, 2016
6:00 p.m.

	Name	Agency	Phone No.
1.	Jan Wells		557-4500
2.	SA Flom		
3.	Dave Heber		
4.	[illegible]		
5.	Randy Maldonado		
6.	[illegible]		784-4694
7.	D. [illegible]		
8.	[illegible]		760.5755
9.	[illegible]	San Juan	223-2220
10.	Juanita [illegible]		569-3863
11.	Pete Garcia	San Juan	
12.	[illegible]		
13.			
14.			
15.			

AI-55605 **Urban County** **16. F.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Hidalgo is requesting approval of a best and final negotiated contract for professional engineering services with Javier Hinojosa Engineering, in the amount of $49,000.00 utilizing CDBG FY 27 &28 (2014 & 2015) Hidalgo Parks, Recreational Facility Improvement funds.

2. Requesting approval of Work Authorization No. 1- Hidalgo Park" in the amount of $49,000.00.

BACKGROUND

Hidalgo County Commissioner's Court approved authority to negotiate contract with the firm of Javier Hinojosa Engineering for the purpose of professional engineering services for the Hidalgo Park Project. See attached negotiated contract and Work Authorization No. 1.

Contract
Amount: $49,000.00

Available
Funds: $273,322.00 2014 Parks, Recreational Facility Improvements
$252,853.50 2015 Parks, Recreational Facility Improvements
$526,175.50 TOTAL

Fiscal Impact

Attachments

Insurance
Form 1295

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2016 04:52 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Olga Lerma		Started On: 07/27/2016 03:27 PM
Final Approval Date: 08/05/2016		

Policy Number:

Date Entered: 06/10/2016

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MID-CENTURY INSURANCE COMPANY	
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER B: FARMERS INSURANCE EXCHANGE	
	INSURER C: FARMERS INSURANCE EXCHANGE	
	INSURER D: Arognaut Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	605021032	6/28/2016	6/28/2017	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 HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS	X	X	069398805	3/29/2016	03/29/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	N0707-71-94	12/1/2015	12/1/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	PROFESSIONAL LIABILITY			IAE12530-0	12/4/2015	12/4/2016	PER CLAIM	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

Scheduled autos:Vehicle 1-2008 Chevrolet Silverado PU Vin#-1GCHK23698F130618
Vehicle 2-2009 Chevrolet Silverado PU Vin#-3GCEK33249G191168

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY ATTN: PURCHASING DEPT 2612 S HIGHWAY BUSINESS 281 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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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:
2016-68840

Date Filed:
06/10/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Javier Hinojosa Engineering
McAllen, 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 - Urban County Program

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.
5014-35-0306-5000-3500
Civil Engineering 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.

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA N YBARRA
Notary ID # 11903460
My Commission Expires
March 23, 2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Javier Hinojosa, this the 27th day of June, 20 16, 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
Claudia N. Ybarra	Claudia N. Ybarra	Notary Public

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:
2016-68840

Date Filed:
06/10/2016

Date Acknowledged:
07/11/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Javier Hinojosa Engineering
McAllen, 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 - Urban County Program

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.

5014-35-0306-5000-3500
Civil Engineering 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

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

JUL 20 2016

July 20, 2016

Mr. Julian Gonzalez, City Manager
City of Hidalgo
704 E. Texano Drive
Hidalgo, Texas 78557

Re: 2014 Hidalgo Parks, Recreational Facility Improvements

Dear Mr. Gonzalez,

Our best and final offer for Engineering Service for this project is $49,000.00. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Guadalupe V. Garcia, Coordinator II , Urban County Program,

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **9nd day of August, 2016** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Javier Hinojosa Engineering** of McAllen, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"Engineering Services"** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Hidalgo-Parks, Recreational Facility Improvements Project**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer

agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **August 9, 2016,** and will expire **August 9, 2017** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer's Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and

goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto,

including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County Urban County
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **Javier Hinojosa Engineering**
Attn: Javier Hinojosa P.E., Owner
416 E. Dove
McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

ENGINEER:
Javier Hinojosa Engineering

By: _____

Printed Name Javier Hinojosa P.E.

Title: Owner

Approved by Commissioners' Court on: _____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Water Splashpad at the Hidalgo Memorial Park as follows:

- Review existing conditions to develop the design criteria. Record plans will be used as a guide for the analysis of the design.
- Conduct field surveys to obtain information on existing conditions and topography in the area of the proposed Water Splashpad.
- Identify utilities and other permanent improvements within the proposed construction area.
- Prepare preliminary construction plans for review by the City.
- Prepare final construction plans and specifications for the improvements that will be used for bidding purposes.
- Assist in bidding of the improvements.
- Provide periodic construction inspection services during the construction phase of the improvements. Upon completion, a final inspection will be scheduled with the City of Hidalgo. The outcome of this final inspection will be a certificate of completion or a punch list of items for the Contractor to complete.

EXHIBIT C
-Engineer Contract Rates

JAVIER HINOJOSA ENGINEERING

LABOR CLASSIFICATION	HOURLY CONTRACT RATES:
Principal	$225.00/Hr.
Project Manager/Engineer	$150.00/Hr.
Engineering Assistant	$ 95.00/Hr.
R.P.L.S.	$145.00/Hr.
G.P.S. Survey Crew	$150.00/Hr.
3 Man Survey Crew	$110.00/Hr.
Project Inspector	$ 70.00/Hr.
CADD Operator/Designer	$ 70.00/Hr.
Admin./Clerical	$ 30.00/Hr.

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

Civil Engineering Fee Breakdown
2014 Hidalgo Parks, Recreational Facility Improvements
Prepared By: Javier Hinojosa Engineering
July 20, 2016

Preliminary Engineering and Surveying	:	$ 7,350.00
Design Phase	:	$29,400.00
Construction Administration Phase	:	$12,250.00
Total	**:**	**49,000.00**

"Exhibit D"
HIDALGO COUNTY
Professional Engineering Services

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, **Javier Hinojosa Engineering**, professional engineers of **Mc Allen,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Professional Engineering Services.**

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 **$ 49,000.00**. 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 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **5014-35-0306-5000-3500**
Purchase Order Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Urban County Program , Diana R. Serna, (Director)** as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **August 9, 2016** as indicated below and effective as of **9th** day of **August** , 2016.

THE OWNER
HIDALGO COUNTY

BY: _____
Hon. Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

THE ENGINEER
Javier Hinojosa Engineering

BY: _____
Printed name: Javier Hinojosa P.E.
Title: Owner

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT A

Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Water Splashpad at the Hidalgo Memorial Park as follows:

- Review existing conditions to develop the design criteria. Record plans will be used as a guide for the analysis of the design.
- Conduct field surveys to obtain information on existing conditions and topography in the area of the proposed Water Splashpad.
- Identify utilities and other permanent improvements within the proposed construction area.
- Prepare preliminary construction plans for review by the City.
- Prepare final construction plans and specifications for the improvements that will be used for bidding purposes.
- Assist in bidding of the improvements.
- Provide periodic construction inspection services during the construction phase of the improvements. Upon completion, a final inspection will be scheduled with the City of Hidalgo. The outcome of this final inspection will be a certificate of completion or a punch list of items for the Contractor to complete.

EXHIBIT "C"
Work Schedule
2014 Hidalgo Parks Recreational Facility Improvements

TASK AND DESCRIPTION		AUG 2016	SEP 2016	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017
URBAN COUNTY PROGRAM														
Preliminary Engineering/Surveying														
Plans, Specifications and Estimate (PS&E)														
Bidding														
Construction														

EXHIBIT "D"
Preliminary Cost Estimate
2014 Hidalgo Parks Recreational Facility Improvements
Engineer: Javier Hinojosa Engineering
July 26, 2016

A. <u>2014 Hidalgo Parks Recreational Facility Improvements - Hidalgo Memorial Park</u>

1. Installation of Water Splash Pad	1	EA	@	$375,000.00	=	$375,000.00
2. Picnic Tables with Canopies	3	EA	@	$25,000.00	=	$75,000.00

Subtotal	:	**$450,000.00**
Engineering Fee	:	**$49,000.00**
Material Testing	:	**$10,000.00**
Contingency (5%)	:	**$22,500.00**
Total	:	**$531,500.00**

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Javier Hinojosa Engineering.** Professional Engineers of, **Mc Allen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2016** concerning Engineering for **Professional Engineering Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

HIDALGO COUNTY

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

ENGINEER:
Javier Hinojosa Engineering

By: _____

Printed Name Javier Hinojosa P.E.

Title: Owner

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

RE: 2014 Hidalgo Park- Professional Engineering Contract.

From : Steve Crain <scrain@atlashall.com> Tue, Jul 12, 2016 04:50 PM
Subject : RE: 2014 Hidalgo Park- Professional Engineering Contract. 1 attachment
To : 'Guadalupe V. Garcia' <guadalupe.garcia@co.hidalgo.tx.us>

The Javier Hinojosa contract is approved.

From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Tuesday, July 12, 2016 4:30 PM
To: Stephen L. Crain <scrain@atlashall.com>
Subject: Re: 2014 Hidalgo Park- Professional Engineering Contract.

Mr. Crain:
Can you please send me email for verification of approval of contract.
I need to attach it to my agenda request.
Thank you!

Respectfully submitted,

Guadalupe V. Garcia
UCP Coordinator II
956-787-8127 ext. 2237

"Work Hard in Silence, Let your Success be your Voice"
FRANK OCEAN

FW: 2014 Hidalgo Park- Professional Engineering Contract.

From : Stephen L. Crain <scrain@atlashall.com>
Tue, Jul 12, 2016 10:24 AM
3 attachments

Subject : FW: 2014 Hidalgo Park- Professional Engineering Contract.

To : 'Guadalupe V. Garcia' <guadalupe.garcia@co.hidalgo.tx.us>

Good morning Lupita:

Please refer to the attached pdf doc. please revise paragraph 4 where indicated on the yellow post it, the change will from paragraph 23 to paragraph 24;

Revise paragraph 6 indicated on the yellow post it and on the signature page move ATTEST to be next on the left of County's signature line. If you have any questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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

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

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

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

From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Tuesday, July 12, 2016 10:04 AM
To: Steve Crain
Subject: Fwd: 2014 Hidalgo Park- Professional Engineering Contract.

Please see attached first page. the Project title is not for Penitas Street Improvements but rather for Hidalgo Parks, Recreational Facility Improvements. Sorry for the typo.

Respectfully submitted,

Guadalupe V. Garcia
UCP Coordinator II
956-787-8127 ext. 2237

"Work Hard in Silence, Let your Success be your Voice"
FRANK OCEAN

From: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>, "mntrevino" <mntrevino@atlashall.com>
Cc: "Antonio Barco" <antonio.barco@co.hidalgo.tx.us>, "P.R. Avila II" <patricio.avila@co.hidalgo.tx.us>, "Diana Serna" <diana.serna@co.hidalgo.tx.us>
Sent: Tuesday, July 12, 2016 9:44:59 AM
Subject: 2014 Hidalgo Park- Professional Engineering Contract.

Mr. Crain:
Can you please review and approve the attached Professional Engineering Service Agreement. I know that you are making changes to an existing contract. Please review and revise as needed. Should you have any questions please let me know. I would like to place this item on the next

available Hidalgo County Commissioner's Court.

Respectfully submitted,

Guadalupe V. Garcia
UCP Coordinator II
956-787-8127 ext. 2237

"Work Hard in Silence, Let your Success be your Voice"
FRANK OCEAN

Atlas Hall Rodriguez **image001.jpg**
5 KB

Javier Hinojosa Engineering-UCP.REQUEST FOR APPROVAL STEVE CRAIN 7-12-16.doc
98 KB

DOC.pdf
64 KB

AI-55599 **Urban County** **16. G.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a budget and program amendment for the City of Peñitas. The proposed amendment is for Fiscal Years 24, 25, 26, 27 & 28 (2011, 2012, 2013, 2014 & 2015) Work Plans. The amendment will add the 2014 and 2015 Street Improvement Project to all years to allow the expenditure of available funds for project completion.

BACKGROUND

A Public Hearing was held on Tuesday, July 26, 2016 at 6:00 P.M. at the Peñitas Public Library and citizen participation requirements have been met. The City of Peñitas approved the amendment as proposed for funding years 23, 24, 25, 26, 27 & 28 (2010, 2011, 2012, 2013, 2014 & 2015). All funding will be utilized for the two existing and already environmentally cleared Street Improvement Projects.

2014 Street Improvement Project includes:

Project consists of the construction of La Joya Avenue and Pike Avenue (Second section) in El Rio Subdivision including surrounding and abutting streets. Project includes installation of drainage lines, inlets, sidewalks, water line replacement with hydrants, conventional street lighting professional services, material testing fees, and advertisement fees as they pertain to project completion. Location: La Joya Avenue and Pike Avenue are located in El Rio Subdivision in Peñitas, Texas 78576.

2015 Street Improvement Project includes:

Project consists of the construction of Mesquite Avenue, including surrounding and abutting streets. Project includes installation of drainage lines, inlets, sidewalks, water line replacement with hydrants, conventional street lighting professional services, material testing fees, and advertisement fees as they pertain to project completion. Location: Mesquite Avenue,located in el Rios Subdivision in Peñitas,

Texas 78576.

See attached copy of Public Hearing Notice, Sign In Sheet, City Excerpts of Meeting Minutes and Letter of request for approval from the City of San Juan.

Fiscal Impact

Attachments

City of Penitas Budget & Program Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2016 01:59 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Olga Lerma		Started On: 07/27/2016 02:55 PM
Final Approval Date: 08/05/2016		

PUBLIC HEARING NOTICE
CITY OF PEÑITAS

Published On: June 24, 2016

BUDGET & PROGRAM AMENDMENT

In compliance with the Community Development Block Grant (CDBG) requirements, the **City of Peñitas** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program **Years 24, 25, 26, 27 & 28 (2011- 2015).**

En conformidad con los requisitos del Programa del DesarrolloComunitario de Bloque (CDBG), La Ciudad de Peñitas llevará acabo una audiencia pública para solicitar la opinión de aquellos interesados en el Presupuesto substancial y enmienda del Programa Urbano del Condado Hidalgo, para los años de financiamiento 24, 25,26, 27 Y 28 (2011 al 2015).

The Public Hearing will be held on **Tuesday, July 26, 2016 at 6:00 P.M. at the City of Peñitas – City Hall located at 1111 S. Main Street, Peñitas, Texas 78576.**

*La Audiencia Pública se llevará a cabo en **Martes, 26 de julio 2016** a las **6:00 P.M.** en la **Ciudad Peñitas ubicada en 1111 S. Main, Peñitas, Texas 78576.***

Existing Budget	**Year/ Activities**	**Proposed Budget**
Presupuesto Existente	***Año / Actividades***	***Propuesta de presupuesto***
$ 33,035.40	2011 Flood Drainage Improvements/*Mejoras de drenaje*	$ 0.00
$ 0.00	2011 Street Improvements / *Mejoras de calles*	$ 33,035.40
$ 11,105.92	2012 Parks, Rec. Fac. Imp. / *Mejoras de parques*	$ 0.00
$ 0.00	2012 Street Improvements / *Mejoras de calles*	$ 11,105.92
$ 62,193.85	2013 Parks, Rec. Fac. Imp. / *Mejoras de parques*	$ 0.00
$ 5,484.27	2013 Street Improvements / *Mejoras de calles*	$ 67,678.12
$235,859.20	2014 Street Improvements / *Mejoras de calles*	$235,859.20
$252,727.00	2015 Street Improvements / *Mejoras de calles*	$252,727.00
$600,405.64	**TOTAL FUNDS/ TOTAL DE FONDOS**	**$600,405.64**

The proposed amendment will ADD a Street Improvements project for each respective year. The 2014 Project consists of the new construction of La Joya Avenue and Pike Avenue (Second section) in El Rio Subdivision including surrounding and abutting streets. Project includes installation of drainage lines, inlets, sidewalks, water line replacement with hydrants, professional services, material testing fees, and advertisement fees. The 2015 Project consists of the new construction of Mesquite Avenue, including surrounding and abutting streets. The project includes installation of drainage lines, inlets, sidewalks, water line replacement with hydrants, professional services, material testing fees, and advertisement fees. Location: Mesquite Avenue, Peñitas, Texas 78576. This amendment will also include Street Lighting for all streets and any surrounding and abutting streets to be provided by a sole provider of utility services for the City of Peñitas. Both project locations have been environmentally cleared.

La enmienda propuesta se sumará un proyecto Mejoras de calles para los remanentes financieros para cada año respectivo. El Proyecto 2014 consiste de la nueva construcción de La Joya y Pike (segunda sección) en El Río Subdivision incluyendo circundante y colindante calles. El proyecto incluye la instalación de líneas de drenaje, entradas, aceras, reemplazo de la línea de agua con hidrantes, servicios profesionales, gastos de ensayo de materiales y publicidad de propiedad ya que pertenecen a la finalización del proyecto. El Proyecto 2015 consiste en la nueva construcción de Mesquite Avenue, incluyendo circundante y colindante calles. El proyecto incluye la instalación de líneas de drenaje, entradas, aceras, reemplazo de la línea de agua con hidrantes, servicios profesionales, gastos de ensayo de materiales y publicidad de propiedad ya que pertenecen a la finalización del proyecto. Ubicación: Mesquite Avenue, Peñitas, Texas 78576. Esta modificación también incluirá el alumbrado público de todas las calles y las calles adyacentes y contiguas a ser proporcionada por un único proveedor de servicios de utilidad para la Ciudad de Peñitas. Ambas ubicaciones de los proyectos ya están aprobados para el medio ambiente .

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Presentation may be presented in English or Spanish as requested by persons present at Hearing.

Las presentaciones se haran en español o ingles para aquellas personas que asi lo deseen.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localizada:
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516 or call *o llamen al* (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Mayor Rodrigo Lopez,
City of Peñitas, P.O. Box 204, Peñitas, Texas 78576

CITY OF PEÑITAS

Mayor Rodrigo "Rigo" Lopez
Council Pl.1 Alex Guajardo
Council Pl. 2 JR Flores
Council Pl. 3 Armin Garza
Council Pl. 4 Ramiro Loya
City Manager Omar Romero
City Secretary Ana Valdez

July 27, 2016

Diana Serna, Director
Hidalgo County Urban County Program
427 E. Durante Avenue, Suite 107
Alamo, Texas 78516

RE: Budget & Program Amendment

Dear Ms. Serna:

Please accept this letter as a recommendation from the City of Penitas for the Urban County Program to approve the Budget & Program Amendment as presented for Years 24,25,26,27 &28 (2011-2015).

Thank you for your help and consideration on this matter. If you have any questions or require additional information, please do not hesitate to contact me at 956-581-3345 or at citymanager@cityofpenitas.com.

Respectfully,

Omar X. Romero
City Manager

CC: Guadalupe Garcia, UCP
File- B&P Amendment Yrs 24-28 (2011-2015)

CERTIFICATION

I, Ana M. Valdez, City Secretary for the City of Peñitas, do hereby certify that I am the custodian of records for the City of Penitas, Texas.

I further certify that the City Council conducted a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program, Years 24,25,26,27 & 28 (2011-2015)

The Public Hearing was held on, Tuesday, July 26, 2016 at 6:00 P.M. at the Peñitas Public Library located at 1111 South Main Street, Peñitas, Texas 78576.

Existing Budget Budget	Year/ Activities	Proposed
$ 33,035.40	2011 Flood Drainage Improvements	$ 0.00
$ 0.00	2011 Street Improvements	$ 33,035.40
$ 11,105.92	2012 Parks, Rec. Fac. Imp.	$ 0.00
$ 0.00	2012 Street Improvements	$ 11,105.92
$ 62,193.85	2013 Parks, Rec. Fac. Imp.	$ 0.00
$ 5,484.27	2013 Street Improvements	$ 67,678.12
$235,859.20	2014 Street Improvements	$235,859.20
$252,727.00	2015 Street Improvements	$252,727.00
$600,405.64	**TOTAL FUNDS**	**$600,405.64**

The proposed amendment will ADD a Street Improvements project for each respective year. The 2014 Project consists of the new construction of La Joya Avenue and Pike Avenue (Second section) in El Rio Subdivision including surrounding and abutting streets. Project includes installation of drainage lines, inlets, sidewalks, water line replacement with hydrants, professional services, material testing fees, and advertisement fees. The 2015 Project consists of the new construction of Mesquite Avenue, including surrounding and abutting streets. The project includes installation of drainage lines, inlets, sidewalks, water line replacement with hydrants, professional services, material testing fees, and advertisement fees. Location: Mesquite Avenue, Peñitas, Texas 78576. This amendment will also include Street Lighting for all streets and any surrounding and abutting streets to be provided by a sole provider of utility services for the City of Peñitas. Both project locations have been environmentally cleared.

I further certify that the City Council approved the B&P Amendment as presented with a motion made by Mayor ProTem Jose Flores and seconded by Councilmember Alex Guajardo at said meeting held on Tuesday, July 26, 2016 at which a quorum was present.

WITNESS MY HAND and official seal of the City of Penitas, Texas, this the __27__ day of ___July_____, 2016.

THE CITY OF PENITAS TEXAS FOUNDED 1520

Ana M. Valdez

Ana M. Valdez, City Secretary
City of Penitas

City of Peñitas
SCM
UCP PH/CCPD PH
Tuesday
07/26/2016
6:00 PM

Sign-In Sheet

	Name	Email	Phone
1.	Ana M. Valdez	citysecretary@cityofpenitas.com	407-0447
2.	Andres Morales	morales6459@aol.com	956522-5529
3.	J.R. Flores	jrflores@gmail.com	458-6113
4.	Omar Romero	citymanager@cityofpenitas.com	
5.	Rigo Lopez	rigolopez4@yahoo.com	
6.	Alex Guajardo		
7.	Oscar Longoria	oscarlongoria@gmail.com	
8.			
9.			
10.			
11.			
12.			
13.			
14.			

AI-55595 **Urban County** **16. H.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests approval of the Emergency Solutions Grant Program Sub-Recipient Agreements for Program year 29 (2016). See attached Agreements.

#	Sub-Recipient Agency	Total Contract Amount
1	Catholic Charities	$170,420.57
2	Women Together	$200,958.00
3	Salvation Army	$243,585.00
	TOTAL:	**$614,963.57**

BACKGROUND

The Urban County Program Emergency Solutions Grant contract agreements will begin August 9, 2016 and terminate on December 31, 2017.

Fiscal Impact

Attachments

Catholic Charities Agreement
Salvation Army Agreement
Women Together Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2016 02:43 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Olga Lerma		Started On: 07/27/2016 01:55 PM
Final Approval Date: 08/05/2016		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

2016 – YR 29
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 9th day of August, 2016 by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and CATHOLIC CHARITIES OF THE RGV, a neighborhood based not-for-profit organization, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement and permitted by the Federal Register/Vol. 76, No. 233/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Emergency Solutions Grant Program Entitlement Grant Regulations and covered in 24 CFR Parts 91 and 576.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grants Program ("HESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Parts 91 and 576 and other requirements, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of HESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work**, of this Agreement for and in consideration of HESG funding in the amount of $ 170,420.57 enumerated in **Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule")**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as **Exhibit C** (the "Schedule of Activity"). SUBRECIPIENT

shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as **Exhibit D** (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over HESG funds. Monthly performance reports must be submitted on or before the 15th of every month. SUBRECIPIENT shall maintain records as per 24 CFR 570.506. SUBRECIPIENT shall retain all program records for a period of six (6) years.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a).

SUBRECIPIENT shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings.

If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**.

Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in **Section XII** of this Agreement.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as **Exhibit E** (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by JANUARY 15, 2018) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of ESG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with HESG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of HESG funds assisted in the activity.

The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all HESG program income earned, retained, and expended.

The **SUBRECIPIENT** shall be allowed to use program income for the same or similar eligible activities that generated the program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused HESG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.** Refer to **Exhibit E** for more detail.

SECTION VI
Matching Funds

SUBRECIPIENT must match 100% the funds provided by **ENTITY** with an equal amount of funds from other appropriate resources in this agreement as set forth in 24 CFR § 576.201. Eligibility of matching fund sources shall be subject to review and approval by the **ENTITY**.

In the event the **ENTITY** determines that the **SUBRECIPIENT's** match funds are not in compliance with HUD regulations, policies, or directives, the **ENTITY** may, in its sole discretion, reduce the total funding amount set forth in an amount proportionate to the ineligible match funds. Refer to Interim Rule, 576.201, Matching Requirements for more information.

SECTION VII
Lead Based Paint

Lead Based Paint regulations require that all owners, perspective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

Lead-based Paint Remediation and Disclosure. The **SUBRECIPIENT** must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4826), the residential lead-Based Paint Hazard reduction Act of 2993 (42 U.S.C. 4851-4856), and its applicable regulations found at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under HESG program and all housing occupied by program participants.

The **SUBRECIPIENT** may not use HESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR § 576.403 (b), (c), (1-10). SUBRECIPIENT must complete a Lead-Base Paint visual assessment on all units being assisted with HESG funds.

SECTION VIII
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under HESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION IX
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.407 except for those environmental review requirements listed as 24 CFR 576 and initiation of review process under the provisions of 24 CFR Part 58. In general, the revisions to the section on " other Federal requirements" clarify the degree to which certain requirements are applicable, remove certain requirements that are redundant or moved elsewhere in the rule for improved organizational purposes, and change certain requirements to correspond with changes in the McKinney-Vento Act or other changes made by this interim rule. (Please see **Exhibit F** attached hereto and incorporated herein for all purposes).

SECTION X
Uniform Administrative Requirements

SUBRECIPIENT must comply with the requirements and standards implemented in 2 CFR Part 200, "Cost Principles, Administrative and Audit requirements for Federal awards". (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

Audits shall be conducted annually.

SUBRECIPIENT shall comply with the provisions in 2 CFR Part 200 or the related HESG provisions, as specified in the other Applicable Provisions attached hereto as stated in **Exhibit G** (the "Applicable Provisions") and any subsequent amendments thereto.

SECTION XI
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Audits of States, Local Governments and Non-Profit organizations. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from the audit requirements implemented in 2 CFR Part 200 for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Management Letter.**

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the subrecipient is not classified as an exempt entity, the subrecipient will not be awarded grant funds.

SUBRECIPIENT is required to submit 941 Employer's QUARTERLY Federal Tax Return reports.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.**

Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 84. (Please see **Exhibit G-1** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

SECTION XII
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR 84.86, if applicable, and 24 CFR 84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), 2 CFR Part 200 and 24 CFR Part 84 hereto as Exhibit G.

SUBRECIPIENT agrees to follow all the requirements under §567.402 when terminating assistance on a program participant. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of the individuals affected.

SUBRECIPIENT must document the determination of ineligibility for each individual or family determined ineligible as required in §576.500. The record must include documentation of the reason for that determination.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **Entity and Catholic Charities of the RGV.**

SECTION XIII
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with HESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 91 and 576.

The disposition of any asset improved or acquired in part or in whole with HESG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XIV
Use of Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of three (3) or ten (10) years depending on the type of renovation and value of the building as required on §576.102. Renovation other than major rehabilitation or conversion, in all other cases where HESG funds were used for renovation, the minimum period of use is three (3) years.

If the **SUBRECIPIENT** uses HESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section **XXI**.

SECTION XV
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XVI
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 84.46, and the TEXAS COUNTY PURCHASING ACT.

SUBRECIPIENT must comply with HESG applicable requirements covered in this agreement. Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide an open and free competition in accordance with 2 CFR Part 200.

SUBRECIPIENT shall comply with current UCP policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein.

SECTION XVII
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work **(Exhibit A)**, 24 CFR Part 576.404, 24 CFR Part 84.40-48.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in the Statement of Work.

SECTION XVIII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any and all information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and written consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY

SECTION XIX
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

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. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to **SUBRECIPIENT**:

CATHOLIC CHARITIES OF THE RGV
c/o Sister Norma Pimentel, Executive Director
700 N. Virgen de San Juan Blvd.
San Juan, Texas 78589
Phone #: (956) 702-4088
Fax #: (956) 782-1418
Email: npimentel@cdob.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX
Participation in HMIS and Coordinated Access System

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("HESG") program will participate in the Homeless Management Information System (HMIS). Section 416 (f) of the McKinney-Vento Act and HEARTH Act (24 CFR Part 580) requires that projects receiving funding under Emergency Solutions Grant (HESG) program participate in HMIS pursuant to 24 CFR 576.107.

The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under HESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

The **SUBRECIPIENT** shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the **ENTITY**. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth in 24 CFR § 576.400(d).

The **SUBRECIPIENT** shall coordinate and integrate, to the maximum extent practicable, HESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).

System and Program Coordination with Mainstream Resources. The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, HESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth in 24 CFR § 576.400(c).

Participation of Homeless Persons in Policy-Making and Operations, The SUBRECIPIENT understands they are required by federal rule to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

If the **SUBRECIPIENT** is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (HESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

The **SUBRECIPIENT** also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR § 576.405 in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7)

SECTION XXI
Effective Date

The effective date of this agreement shall be the **9th day of August 2016,** such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of December 2017.** ***Non-profits funding will be for a period of seventeen (17) months and a two (2) year period for the grantee (UCP). An extension may be granted by the UCP director up to a period of 6 months.**

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT **Name:** Catholic Charities of the RGV
Address: 700 N. virgin de San Juan Blvd.
City/State/Zip: San Juan, Texas 78589
Federal I.D. #: 68-0599307
DUNS #: 956016075

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of_____, 20_____ .

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

Witness: **Diana R. Serna, UCP Director**

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: 06-30-2015

EXHIBIT A
STATEMENT OF WORK

HMIS -Data Collections: §576.107

Data Collections (HMIS) funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.

For specific requirements and eligible costs, see 24 CFR 576.107

Homeless Prevention: §576.103

Project expenditures include Homeless Prevention Financial Rental Assistance will provide temporary rental assistance to eligible individuals or families that have received court eviction or meet the homeless prevention eligible risk factors categories. Services include short-term rental assistance, medium-term rental assistance and rental arrears.

Housing Relocation & Stabilization Services Costs will pay for case management of staff who deliver the financial assistance services to eligible participants whom are at risk of becoming homeless due to court evictions and meet the homeless prevention eligible risk factors categories. Component services include housing search and placement, housing stability case management or mediation.

Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types: Rental application fees, security deposits, utility payments and utility deposits.

For specific requirements and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.

Rapid Rehousing: §576.104

ESG funds may be used to provide Rapid Re-Housing Services Financial Rental Assistance will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless, living in place not intended for human habitation, transitioning from institution or shelter and/or must meet the HUD "homeless" definition. Services include short-term rental assistance, medium-term rental assistance and rental arrears.

Housing Relocation & Stabilization Services Costs will pay for case management of staff who deliver the financial assistance services to eligible participants whom are literally homeless, living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Component services include housing search and placement, housing stability case management or mediation.

Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types to eligible participants: Rental application fees, security deposits, utility payments and utility deposits.

For specific requirements and eligible costs, see 24 CFR§576.104 -24 to CFR§576.106.

EXHIBIT B-1
Grant Budget
As identified through the Statement of Work

TYPE OF EXPENDITURES		BUDGETED AMOUNT
HMIS (Data Collections)		
Staff Salaries for Data Entry	$ 23,463.57	
Membership Fees/Equipment	$ 1,200.00	
Training	$ 0.00	**$24,663.57**
Rapid Re-housing		
Financial Assistance (Rental)	$ 16,442.00	
Financial Assistance (Dep/Utilities)	$ 4,932.00	
Financial Services (HR Stab. Services)	$ 21,376.00	**$ 42,750.00**
Homeless Prevention		
Financial Assistance (Rental)	$ 52,038.00	
Financial Assistance (Dep/Utilities)	$ 6,576.00	
Financial Services (HR Stab. Services)	$ 44,393.00	**$103,007.00**
TOTAL GRANT BUDGET:		**$ 170,420.57**

EXHIBIT B-2
PAYMENT SCHEDULE

2016 - 2017 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
Aug. 2016	$10,020.57	Homeless Prevention, HMIS, Rapid Rehousing
Sept. 2016	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2016	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2016	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2016	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Jan. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Feb. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Mar. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Apr 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
May 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Jun. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Jul. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Aug. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Sept. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2017	$10,025	Homeless Prevention, HMIS, Rapid Rehousing
TOTALS	**$170,420.57**	

EXHIBIT C
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in **Exhibit A.**

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of **17** months from contract date.

2016 - 2017 For the Months of...	Number of Beneficiaries	Services
Aug. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Sept. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Jan. 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Feb. 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Mar. 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Apr 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
May 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Jun. 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Jul. 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Aug. 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Sept. 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2017	111	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2017	**111**	

EXHIBIT D
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- ALL cancelled checks
- Amounts requesting from HESG Program
- Other Supporting Documents
- HMIS Client Enrollment report
- HMIS client reports
- Other comparable data reports when exempt from using HMIS system
- Any grant requests documents made by the Program Coordinator

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Total Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Program Income Report/Blank Statement (when applicable)
- Other significant Information
- Grant Category breakdown (Ex: Rapid Re-Housing $_____, Homeless Prevention $_____, Shelter $_____).

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind, office space, or donations. Refer to matching requirements for more information.

C. Provide an annual report of activity by July 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving HESG assistance.
- ☐ **HESG Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.

☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS for other reports such as CAPER Report.

UM -	**Unaccompanied Men**	**TPF -**	**Two Parent Families**
UW -	**Unaccompanied Women**	**AC -**	**Adult Couples without children**
UFY -	**Unaccompanied Female Youth under 18 years of age**	**DK -**	**Don't Know/Refuse**
UMY -	**Unaccompanied Male Youth under 18 years of age**	**SPF -**	**Single Parent Families**

Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each HESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**
Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program.

SUBRECIPIENT must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain all financial records for HESG program.

SUBRECIPIENT must participate in the Annual Point in time Homeless Count.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit a complete **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as **Exhibit B-2** (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as **Exhibit E** (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before December 15, 2016.

7. December expenditures (equipment / supplies) must be invoiced and paid by December 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per **Section XII** "Suspension and Termination".

10. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

11. As per **Section IV** of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

12. Reimbursement requests are processed by Urban County on a first come first serve basis.

13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

14. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order.

15. Levels of accomplishments/performance measures includeperosn households assisted, or meals served, and should include time frames for performance.

Exhibit F
Other Applicable Provisions
24 CFR 576.407

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 2 CFR Part 200 and 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 58. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 58 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit G
2 CFR Part 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit G-1
24 CFR PART 84

24 CFR PART 84

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS

- Laws, Regulations, and Federal Register Notices

Date Published: September 1994

Description

This document contains 24 CFR (Code of Federal Regulations) Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

2016 – YR 29
EMERGENCY SOLUTIONS GRANTS PROGRAM (HESG)

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 9th day of August, 2016 by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **THE SALVATION ARMY**, a neighborhood based not-for-profit organization, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement and permitted by the Federal Register/Vol. 76, No. 233/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Emergency Solutions Grant Program Entitlement Grant Regulations and covered in 24 CFR Parts 91 and 576.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grants Program ("HESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Parts 91 and 576 and other requirements, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of HESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of HESG funding in the amount of **$ 243,585.00** enumerated in **Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").**

SUBRECIPIENT agrees to notify **ENTITY,** in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as **Exhibit C** (the "Schedule of Activity"). SUBRECIPIENT

shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as **Exhibit D** (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over HESG funds. Monthly performance reports must be submitted on or before the 15th of every month. SUBRECIPIENT shall maintain records as per 24 CFR 570.506. SUBRECIPIENT shall retain all program records for a period of six (6) years.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a).

SUBRECIPIENT shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings.

If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**.

Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in **Section XII** of this Agreement.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as **Exhibit E** (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by JANUARY 15, 2018) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of ESG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with HESG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of HESG funds assisted in the activity.

The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all HESG program income earned, retained, and expended.

The **SUBRECIPIENT** shall be allowed to use program income for the same or similar eligible activities that generated the program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused HESG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.** Refer to **Exhibit E** for more detail.

SECTION VI
Matching Funds

SUBRECIPIENT must match 100% the funds provided by **ENTITY** with an equal amount of funds from other appropriate resources in this agreement as set forth in 24 CFR § 576.201. Eligibility of matching fund sources shall be subject to review and approval by the **ENTITY**.

In the event the **ENTITY** determines that the **SUBRECIPIENT's** match funds are not in compliance with HUD regulations, policies, or directives, the **ENTITY** may, in its sole discretion, reduce the total funding amount set forth in an amount proportionate to the ineligible match funds. Refer to Interim Rule, 576.201, Matching Requirements for more information.

SECTION VII
Lead Based Paint

Lead Based Paint regulations require that all owners, perspective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

Lead-based Paint Remediation and Disclosure. The **SUBRECIPIENT** must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4826), the residential lead-Based Paint Hazard reduction Act of 2993 (42 U.S.C. 4851-4856), and its applicable regulations found at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under HESG program and all housing occupied by program participants.

The **SUBRECIPIENT** may not use HESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR § 576.403 (b), (c), (1-10). SUBRECIPIENT must complete a Lead-Base Paint visual assessment on all units being assisted with HESG funds.

SECTION VIII
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under HESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION IX
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.407 except for those environmental review requirements listed as 24 CFR 576 and initiation of review process under the provisions of 24 CFR Part 58. In general, the revisions to the section on " other Federal requirements" clarify the degree to which certain requirements are applicable, remove certain requirements that are redundant or moved elsewhere in the rule for improved organizational purposes, and change certain requirements to correspond with changes in the McKinney-Vento Act or other changes made by this interim rule. (Please see **Exhibit F** attached hereto and incorporated herein for all purposes).

SECTION X
Uniform Administrative Requirements

SUBRECIPIENT must comply with the requirements and standards implemented in 2 CFR Part 200, "Cost Principles, Administrative and Audit requirements for Federal awards". (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

Audits shall be conducted annually.

SUBRECIPIENT shall comply with the provisions in 2 CFR Part 200 or the related HESG provisions, as specified in the other Applicable Provisions attached hereto as stated in **Exhibit G** (the "Applicable Provisions") and any subsequent amendments thereto.

SECTION XI
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Audits of States, Local Governments and Non-Profit organizations. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from the audit requirements implemented in 2 CFR Part 200 for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Management Letter.**

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the subrecipient is not classified as an exempt entity, the subrecipient will not be awarded grant funds.

SUBRECIPIENT is required to submit 941 Employer's QUARTERLY Federal Tax Return reports.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.**

Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 84. (Please see **Exhibit G-1** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

SECTION XII
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR 84.86, if applicable, and 24 CFR 84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), 2 CFR Part 200 and 24 CFR Part 84 hereto as Exhibit G.

SUBRECIPIENT agrees to follow all the requirements under §567.402 when terminating assistance on a program participant. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of the individuals affected.

SUBRECIPIENT must document the determination of ineligibility for each individual or family determined ineligible as required in §576.500. The record must include documentation of the reason for that determination.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **Entity and THE SALVATION ARMY.**

SECTION XIII
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with HESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 91 and 576.

The disposition of any asset improved or acquired in part or in whole with HESG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XIV
Use of Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of three (3) or ten (10) years depending on the type of renovation and value of the building as required on §576.102. Renovation other than major rehabilitation or conversion, in all other cases where HESG funds were used for renovation, the minimum period of use is three (3) years.

If the **SUBRECIPIENT** uses HESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section **XXI.**

SECTION XV
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XVI
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 84.46, and the TEXAS COUNTY PURCHASING ACT.

SUBRECIPIENT must comply with HESG applicable requirements covered in this agreement. Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide an open and free competition in accordance with 2 CFR Part 200.

SUBRECIPIENT shall comply with current UCP policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein.

SECTION XVII
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work **(Exhibit A)**, 24 CFR Part 576.404, 24 CFR Part 84.40-48.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in the Statement of Work.

SECTION XVIII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any and all information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and written consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY

SECTION XIX
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

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. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to **SUBRECIPIENT**:

THE SALVATION ARMY
c/o Luis Melendez, Captain
1600 N. 23rd Street
McAllen, Texas 78502
Phone #: (956) 682-1468
Fax #: (956) 683-7511
Email: Eloise_montemayor@uss.salvationarmy.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX
Participation in HMIS and Coordinated Access System

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("HESG") program will participate in the Homeless Management Information System (HMIS). Section 416 (f) of the McKinney-Vento Act and HEARTH Act (24 CFR Part 580) requires that projects receiving funding under Emergency Solutions Grant (HESG) program participate in HMIS pursuant to 24 CFR 576.107.

The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under HESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

The **SUBRECIPIENT** shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the **ENTITY**. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth in 24 CFR § 576.400(d).

The **SUBRECIPIENT** shall coordinate and integrate, to the maximum extent practicable, HESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).

System and Program Coordination with Mainstream Resources. The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, HESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth in 24 CFR § 576.400(c).

Participation of Homeless Persons in Policy-Making and Operations, The SUBRECIPIENT understands they are required by federal rule to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

If the **SUBRECIPIENT** is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (HESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

The **SUBRECIPIENT** also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR § 576.405 in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7)

SECTION XXI
Effective Date

The effective date of this agreement shall be the **9th day of August 2016** such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of December 2017.** ***Non-profits funding will be for a period of seventeen (17) months and a two (2) year period for the grantee (UCP). An extension may be granted by the UCP director up to a period of 6 months.**

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT **Name: The Salvation Army**
Address: 1600 N. 23rd Street
City/State/Zip: McAllen, Texas 78502
Federal I.D. #: 58-0660607
DUNS #: 830704834

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of_____, 20_____.

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

Witness: **Diana R. Serna, UCP Director**

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: 06-30-2015

EXHIBIT A
STATEMENT OF WORK

HMIS -Data Collections: §576.107

Data Collections (HMIS) funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.

For specific requirements and eligible costs, see 24 CFR 576.107.

Shelter Operations: §576.102

Project expenditures include Shelter Operations under Maintenance & Operations will pay for shelter facility maintenance that includes minor repairs, rent, security, fuel, equipment, insurance, utilities, food operations, and furnishings

For specific requirements and eligible costs, see 24 CFR 576.102.

Homeless Prevention: §576.103

Homeless Prevention Financial Rental Assistance will provide temporary rental assistance to eligible individuals or families that have received court eviction or meet the homeless prevention eligible risk factors categories. Services include short-term rental assistance, medium-term rental assistance and rental arrears.

Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types: Rental application fees, security deposits, utility payments and utility deposits.

For specific requirements and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.

Rapid Rehousing: §576.104

Rapid Re-Housing Services Financial Rental Assistance will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless or living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Services include short-term rental assistance, medium-term rental assistance and rental arrears.

Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types to eligible participants: Rental application fees, security deposits, utility payments and utility deposits.

For specific requirements and eligible costs, see 24 CFR§576.104 -24 to CFR§576.106.

Administration

Administration project funds cover eligible costs that include general management, oversight and coordination of ESG grant, and all activities eligible under CFR §576.108 of the administrative ESG component. For specific requirements and eligible costs, see 24 CFR 576.108.

EXHIBIT B-1
Grant Budget
As identified through the Statement of Work

TYPE OF EXPENDITURES		BUDGETED AMOUNT
HMIS (Data Collections)		
Staff Salaries for Data Entry	$ 0.00	
Membership fees/Equipment	$ 2,500.00	
Training	$ 0.00	**$2,500.00**
Rapid Re-housing		
Financial Assistance (Rental)	$ 14,175.00	
Financial Assistance (Dep/Utilities)	$ 3,404.00	
Financial Services (HR Stab. Services)	$ 0.00	**$ 17,579.00**
Homeless Prevention		
Financial Assistance (Rental)	$ 29,500.00	
Financial Assistance (Dep/Utilities)	$ 4,010.00	
Financial Services (HR Stab. Services)	$ 0.00	**$33,510.00**
Shelter Operations		
Maintenance & Operations	$ 183,996.00	
Essential Services	$ 0.00	**$ 183,996.00**
Administration	$6,000.00	**$ 6,000.00**
TOTALS		**$ 243.585.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2016 - 2017 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
Aug. 2016	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Sept. 2016	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Oct. 2016	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Nov. 2016	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Dec. 2016	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Jan. 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Feb. 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Mar. 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Apr 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
May 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Jun. 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Jul. 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Aug. 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Sept. 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Oct. 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Nov. 2017	$14,328.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Dec. 2017	$14,337.00	Admin, Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
TOTALS	**$243,585.00**	

EXHIBIT C
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in **Exhibit A.**

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 17months from contract date.

2016 - 2017 For the Months of...	Number of Beneficiaries	Services
Aug. 2016	66,468	Shelter Operations-meals served for the 17 months projected persons
Sep. 2016	15	Homeless Prevention
Oct. 2016	10	Rapid Re-housing
Nov. 2016	↓	↓
Dec. 2016	↓	↓
Jan. 2017	↓	↓
Feb. 2017	↓	↓
Mar. 2017	↓	↓
Apr. 2017	↓	↓
May 2017	↓	↓
Jun. 2017	↓	↓
Jul. 2017	↓	↓
Aug. 2017	↓	↓
Sep. 2017	↓	↓
Oct. 2017	↓	↓
Nov. 2017	↓	↓
Dec. 2017	↓	↓
Total Unduplicated	**66,493**	

EXHIBIT D
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- ALL cancelled checks
- Amounts requesting from HESG Program
- Other Supporting Documents
- HMIS Client Enrollment report
- HMIS client reports
- Other comparable data reports when exempt from using HMIS system
- Any grant requests documents made by the Program Coordinator

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Total Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Program Income Report/Blank Statement (when applicable)
- Other significant Information
- Grant Category breakdown (Ex: Rapid Re-Housing $_____, Homeless Prevention $_____, Shelter $_____).

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind, office space, or donations. Refer to matching requirements for more information.

C. Provide an annual report of activity by July 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving HESG assistance.
- ☐ **HESG Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.

☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS for other reports such as CAPER Report.

UM -	**Unaccompanied Men**	**TPF -**	**Two Parent Families**
UW -	**Unaccompanied Women**	**AC -**	**Adult Couples without children**
UFY -	**Unaccompanied Female Youth under 18 years of age**	**DK -**	**Don't Know/Refuse**
UMY -	**Unaccompanied Male Youth under 18 years of age**	**SPF -**	**Single Parent Families**

Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each HESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**
Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program.

SUBRECIPIENT must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain all financial records for HESG program.

SUBRECIPIENT must participate in the Annual Point in time Homeless Count.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit a complete **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as **Exhibit B-2** (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as **Exhibit E** (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before December 15, 2016.

7. December expenditures (equipment / supplies) must be invoiced and paid by December 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per **Section XII** "Suspension and Termination".

10. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

11. As per **Section IV** of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

12. Reimbursement requests are processed by Urban County on a first come first serve basis.

13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

14. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order.

15. Levels of accomplishments/performance measures includeperosn households assisted, or meals served, and should include time frames for performance.

Exhibit F
Other Applicable Provisions
24 CFR 576.407

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 2 CFR Part 200 and 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 58. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 58 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit G-1
24 CFR PART 84

24 CFR PART 84

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS

- Laws, Regulations, and Federal Register Notices

Date Published: September 1994

Description

This document contains 24 CFR (Code of Federal Regulations) Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

2016 – YR 29
EMERGENCY SOLUTIONS GRANTS PROGRAM (HESG)

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 9th day of August, 2016 by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **WOMEN TOGETHER FOUNDATION, INC.**, a neighborhood based not-for-profit organization, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement and permitted by the Federal Register/Vol. 76, No. 233/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Emergency Solutions Grant Program Entitlement Grant Regulations and covered in 24 CFR Parts 91 and 576.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grants Program ("HESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Parts 91 and 576 and other requirements, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of HESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of HESG funding in the amount of **$ 200,958.00** enumerated in **Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule")**.

SUBRECIPIENT agrees to notify **ENTITY,** in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as **Exhibit C** (the "Schedule of Activity"). SUBRECIPIENT

shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as **Exhibit D** (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over HESG funds. Monthly performance reports must be submitted on or before the 15th of every month. SUBRECIPIENT shall maintain records as per 24 CFR 570.506. SUBRECIPIENT shall retain all program records for a period of six (6) years.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a).

SUBRECIPIENT shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings.

If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**.

Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in **Section XII** of this Agreement.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as **Exhibit E** (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by JANUARY 15, 2018) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of ESG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with HESG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of HESG funds assisted in the activity.

The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all HESG program income earned, retained, and expended.

The **SUBRECIPIENT** shall be allowed to use program income for the same or similar eligible activities that generated the program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused HESG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**. Refer to **Exhibit E** for more detail.

SECTION VI
Matching Funds

SUBRECIPIENT must match 100% the funds provided by **ENTITY** with an equal amount of funds from other appropriate resources in this agreement as set forth in 24 CFR § 576.201. Eligibility of matching fund sources shall be subject to review and approval by the **ENTITY**.

In the event the **ENTITY** determines that the **SUBRECIPIENT's** match funds are not in compliance with HUD regulations, policies, or directives, the **ENTITY** may, in its sole discretion, reduce the total funding amount set forth in an amount proportionate to the ineligible match funds. Refer to Interim Rule, 576.201, Matching Requirements for more information.

SECTION VII
Lead Based Paint

Lead Based Paint regulations require that all owners, perspective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

Lead-based Paint Remediation and Disclosure. The **SUBRECIPIENT** must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4826), the residential lead-Based Paint Hazard reduction Act of 2993 (42 U.S.C. 4851-4856), and its applicable regulations found at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under HESG program and all housing occupied by program participants.

The **SUBRECIPIENT** may not use HESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR § 576.403 (b), (c), (1-10). SUBRECIPIENT must complete a Lead-Base Paint visual assessment on all units being assisted with HESG funds.

SECTION VIII
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under HESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION IX
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.407 except for those environmental review requirements listed as 24 CFR 576 and initiation of review process under the provisions of 24 CFR Part 58. In general, the revisions to the section on " other Federal requirements" clarify the degree to which certain requirements are applicable, remove certain requirements that are redundant or moved elsewhere in the rule for improved organizational purposes, and change certain requirements to correspond with changes in the McKinney-Vento Act or other changes made by this interim rule. (Please see **Exhibit F** attached hereto and incorporated herein for all purposes).

SECTION X
Uniform Administrative Requirements

SUBRECIPIENT must comply with the requirements and standards implemented in 2 CFR Part 200, "Cost Principles, Administrative and Audit requirements for Federal awards". (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

Audits shall be conducted annually.

SUBRECIPIENT shall comply with the provisions in 2 CFR Part 200 or the related HESG provisions, as specified in the other Applicable Provisions attached hereto as stated in **Exhibit G** (the "Applicable Provisions") and any subsequent amendments thereto.

SECTION XI
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Audits of States, Local Governments and Non-Profit organizations. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from the audit requirements implemented in 2 CFR Part 200 for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Management Letter.**

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the subrecipient is not classified as an exempt entity, the subrecipient will not be awarded grant funds.

SUBRECIPIENT is required to submit 941 Employer's QUARTERLY Federal Tax Return reports.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.**

Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 84. (Please see **Exhibit G-1** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

SECTION XII
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR 84.86, if applicable, and 24 CFR 84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), 2 CFR Part 200 and 24 CFR Part 84 hereto as Exhibit G.

SUBRECIPIENT agrees to follow all the requirements under §567.402 when terminating assistance on a program participant. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of the individuals affected.

SUBRECIPIENT must document the determination of ineligibility for each individual or family determined ineligible as required in §576.500. The record must include documentation of the reason for that determination.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **Entity and Women Together Foundation, Inc.**

SECTION XIII
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with HESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 91 and 576.

The disposition of any asset improved or acquired in part or in whole with HESG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XIV
Use of Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of three (3) or ten (10) years depending on the type of renovation and value of the building as required on §576.102. Renovation other than major rehabilitation or conversion, in all other cases where HESG funds were used for renovation, the minimum period of use is three (3) years.

If the **SUBRECIPIENT** uses HESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section **XXI.**

SECTION XV
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XVI
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 84.46, and the TEXAS COUNTY PURCHASING ACT.

SUBRECIPIENT must comply with HESG applicable requirements covered in this agreement. Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide an open and free competition in accordance with 2 CFR Part 200.

SUBRECIPIENT shall comply with current UCP policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein.

SECTION XVII
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work **(Exhibit A)**, 24 CFR Part 576.404, 24 CFR Part 84.40-48.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in the Statement of Work.

SECTION XVIII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any and all information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and written consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY

SECTION XIX
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

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. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to **SUBRECIPIENT**:

WOMEN TOGETHER FOUNDATION, INC.
c/o Estella DeAnda, Executive Director
511 N. Cynthia
McAllen, Texas 78501
Phone #: (956) 630-4878
Fax #: (956) 687-4715
Email: womentog@swbell.net

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX
Participation in HMIS and Coordinated Access System

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("HESG") program will participate in the Homeless Management Information System (HMIS). Section 416 (f) of the McKinney-Vento Act and HEARTH Act (24 CFR Part 580) requires that projects receiving funding under Emergency Solutions Grant (HESG) program participate in HMIS pursuant to 24 CFR 576.107.

The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under HESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

The **SUBRECIPIENT** shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the **ENTITY**. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth in 24 CFR § 576.400(d).

The **SUBRECIPIENT** shall coordinate and integrate, to the maximum extent practicable, HESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).

System and Program Coordination with Mainstream Resources. The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, HESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth in 24 CFR § 576.400(c).

Participation of Homeless Persons in Policy-Making and Operations, The SUBRECIPIENT understands they are required by federal rule to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

If the **SUBRECIPIENT** is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (HESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

The **SUBRECIPIENT** also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR § 576.405 in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7)

SECTION XXI
Effective Date

The effective date of this agreement shall be the **9th day of August 2016** such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of December 2017.** ***Non-profits funding will be for a period of seventeen (17) months and a two (2) year period for the grantee (UCP). An extension may be granted by the UCP director up to a period of 6 months.**

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT **Name:** Women Together Foundation, Inc.
Address: 511 N. Cynthia
City/State/Zip: McAllen, Texas 78501
Federal I.D. # : 74-2007536
DUNS #: 170221972

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of_____, 20_____ .

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

Witness: **Diana R. Serna, UCP Director**

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: 06-30-2015

EXHIBIT A
STATEMENT OF WORK

HMIS -Data Collections: §576.107

Data Collections (HMIS) funds will be used to pay for costs contributing to data collections and reporting to a comparable database system. Eligible activities include computer hardware, software or equipment, office space, salaries of operators, staff training costs and participation fees. (Victims of domestic abuse)

For specific requirements and eligible costs, see 24 CFR 576.107

Shelter Operations: §576.102

Shelter Operations project expenditures under the Maintenance & Operations, will pay for shelter facility maintenance, food operations, rent, security, fuel, equipment, insurance, utilities, and furnishings. (Victims of domestic abuse)

Essential Services consists of case management salaries for staff that deliver transportation, educational services, employment assistance and job training, health or drug abuse counseling services to eligible participants (victims of domestic abuse).

For specific requirements and eligible costs, see 24 CFR 576.102

EXHIBIT B-1
Grant Budget
As identified through the Statement of Work

TYPE OF EXPENDITURES		BUDGETED AMOUNT
HMIS (Data Collections)		
Staff Salaries for Data Entry	$ 10,049.00	
Equipment	$ 0.00	
Training	$ 0.00	**$10,049.00**
Shelter Operations		
Maintenance & Operations	$ 150,718.00	
Essential Services	$ 40.191.00	**$ 190,909.00**
TOTAL GRANT BUDGET:		**$ 200,958.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2016 - 2017 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
Aug. 2016	$11,822	HMIS, Shelter Operations
Sept. 2016	$11,821	HMIS, Shelter Operations
Oct. 2016	$11,821	HMIS, Shelter Operations
Nov. 2016	$11,821	HMIS, Shelter Operations
Dec. 2016	$11,821	HMIS, Shelter Operations
Jan. 2017	$11,821	HMIS, Shelter Operations
Feb. 2017	$11,821	HMIS, Shelter Operations
Mar. 2017	$11,821	HMIS, Shelter Operations
Apr 2017	$11,821	HMIS, Shelter Operations
May 2017	$11,821	HMIS, Shelter Operations
Jun. 2017	$11,821	HMIS, Shelter Operations
Jul. 2017	$11,821	HMIS, Shelter Operations
Aug. 2017	$11,821	HMIS, Shelter Operations
Sept. 2017	$11,821	HMIS, Shelter Operations
Oct. 2017	$11,821	HMIS, Shelter Operations
Nov. 2017	$11,821	HMIS, Shelter Operations
Dec. 2017	$11,821	HMIS, Shelter Operations
TOTALS	**$200,958**	

EXHIBIT C
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in **Exhibit A.**

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

2016 - 2017 For the Months of...	**Number of Beneficiaries**	**Services**
Aug. 2016	600	HMIS, Shelter Operations
Sep. 2016	600	HMIS, Shelter Operations
Oct. 2016	600	HMIS, Shelter Operations
Nov. 2016	600	HMIS, Shelter Operations
Dec. 2016	600	HMIS, Shelter Operations
Jan. 2017	600	HMIS, Shelter Operations
Feb. 2017	600	HMIS, Shelter Operations
Mar. 2017	600	HMIS, Shelter Operations
Apr. 2017	600	HMIS, Shelter Operations
May 2017	600	HMIS, Shelter Operations
Jun. 2017	600	HMIS, Shelter Operations
Jul. 2017	600	HMIS, Shelter Operations
Aug. 2017	600	HMIS, Shelter Operations
Sep. 2017	600	HMIS, Shelter Operations
Oct. 2017	600	HMIS, Shelter Operations
Nov. 2017	600	HMIS, Shelter Operations
Dec. 2017	600	HMIS, Shelter Operations
Total Unduplicated	**600**	

EXHIBIT D
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- ALL cancelled checks
- Amounts requesting from HESG Program
- Other Supporting Documents
- HMIS Client Enrollment report
- HMIS client reports
- Other comparable data reports when exempt from using HMIS system
- Any grant requests documents made by the Program Coordinator

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Total Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Program Income Report/Blank Statement (when applicable)
- Other significant Information
- Grant Category breakdown (Ex: Rapid Re-Housing $_____, Homeless Prevention $_____, Shelter $_____).

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind, office space, or donations. Refer to matching requirements for more information.

C. Provide an annual report of activity by July 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving HESG assistance.
- ☐ **HESG Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.

☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS for other reports such as CAPER Report.

UM -	**Unaccompanied Men**	**TPF -**	**Two Parent Families**
UW -	**Unaccompanied Women**	**AC -**	**Adult Couples without children**
UFY -	**Unaccompanied Female Youth under 18 years of age**	**DK -**	**Don't Know/Refuse**
UMY -	**Unaccompanied Male Youth under 18 years of age**	**SPF -**	**Single Parent Families**

Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each HESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**
Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program.

SUBRECIPIENT must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain all financial records for HESG program.

SUBRECIPIENT must participate in the Annual Point in time Homeless Count.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit a complete **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as **Exhibit B-2** (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as **Exhibit E** (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before December 15, 2016.

7. December expenditures (equipment / supplies) must be invoiced and paid by December 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per **Section XII** "Suspension and Termination".

10. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

11. As per **Section IV** of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

12. Reimbursement requests are processed by Urban County on a first come first serve basis.

13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

14. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order.

15. Levels of accomplishments/performance measures includeperosn households assisted, or meals served, and should include time frames for performance.

Exhibit F
Other Applicable Provisions
24 CFR 576.407

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 2 CFR Part 200 and 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 58. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 58 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit G-1
24 CFR PART 84

24 CFR PART 84

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS

- Laws, Regulations, and Federal Register Notices

Date Published: September 1994

Description

This document contains 24 CFR (Code of Federal Regulations) Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

AI-55593 **Urban County** **16. I.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting acceptance and action to correct the base bid total from $266,440.00 to $264,840.00, due to the contractor's mathematical error.

2. "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Alamo is requesting consideration and action to award and enter into a construction contract with 2GS, LLC dba Earthworks Enterprise in the amount of $266,440.00 (base bid plus alternate). UCP funds from FY 28 (2015) street improvements line item and City of Alamo general funds will be utilized.

BACKGROUND

The Urban County Program has requested and received bids for the City of Alamo - Street Improvements project (Crockett Ave.). Quintanilla, Headley and Associates, Inc. prepared the specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on July 6, 2016. After review the project engineer recommended 2GS, LLC dba Earthworks Enterprise as the lowest of ten (10) qualified bidders. (See attached recommendation letter from Eulalio Ramirez, P.E., bid tabulation sheet, contract, certificate of liability insurance and HB 1295 form).

Funds Available: $224,209.50 FY 28 (2015) Street Improvements
$ 42,230.50 City of Alamo general funds
Total: $266,440.00

Fiscal Impact

Attachments

City of Alamo Exhibit
2GS LLC Insurance
2GS LLC Form 1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2016 01:58 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Olga Lerma		Started On: 07/27/2016 01:25 PM
Final Approval Date: 08/05/2016		

Addendum No.2

EXHIBIT "B"

BID PAGE

Hidalgo County – Urban County Program
City of Alamo – Paving Improvements
Bid No.: 5015-05-0311-5000-0500-UCP-ML

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR " PAVING IMPROVEMENTS"

OPENED 9:37 11-6-16 Witnessed

BID PRICE: $ 266,440.00

ALTERNATE PRICE: $ 1,600.00

BIDDER/COMPANY NAME: 2GS, LLC, dba Earthworks Enterprise

ADDRESS: P. O. Box 595

CITY/STATE/ZIP CODE: Peñitas, TX 78576-0595

PHONE & FAX NO.'S: (956) 424-3414/(956) 683-6149

CELLULAR #: (956) 607-4448

AUTHORIZED SIGNATURE:

PRINTED NAME: Humberto García, Jr.

TITLE: Member

BID FOR UNIT PRICE CONTRACTS

Place Alamo, TX
Date June 6, 2016
Project No. **5015-05-0311-5000-0500-UCP-ML**

Proposal of Humberto García, Jr. (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: 2GS, LLC, dba Earthworks Enterprise

TO the Hidalgo County - Urban County Program (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of City of Alamo- Paving Improvements to: Crockett Avenue from Cesar Chavez Road to 13th Street having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within **120** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of **$ 300** for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

Addendum #1, Dated 6/28/16

Addendum #2, Dated 6/30/16

OPENED 9:31 7-6-16 Witnessed

*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all the City of Alamo –Paving Improvements to: Crockett Avenue from Cesar Chavez Road to 13th Street work described in the specifications and show on the plans, for the following unit prices:

I. Crockett Avenue Improvements from Cesar Chavez Road to 13th Street.

Item No.	Est. Qty.	Unit	Description	Unit Price Each	Total
1.	1	L.S.	Mobilization	Five Thousand Dollars and Zero Cents ($ 5,000.00) Dollars & Cents	Five Thousand Dollars and Zero Cents ($ 5,000.00) Dollars & Cents
2.	11,300	S.Y.	1 ½ " Hot Mix	Eight Dollars and Fifty Cents ($ 8.50) Dollars & Cents	Ninety-Six Thousand Fifty Dollars and Zero Cents ($ 96,050.00) Dollars & Cents
3.	4,700	S.Y.	6" Caliche Base (New Base)	Seven Dollars and Fifty Cents ($) Dollars & Cents	Thirty-Five Thousand Two Hundred Fifty Dollars and Zero Cents ($35,250.00) Dollars & Cents
4.	3,400	S.Y.	8" Caliche Base (New Base)	Six Dollars and Forty Cents ($6.40) Dollars & Cents	Twenty-One Thousand Seven Hundred Sixty Dollars and Zero Cents ($ 21,760.00) Dollars & Cents
5.	4,700	S.Y.	Scarify and Rework Existing Roadway (6")	Two Dollars and Zero Cents ($ 2.00) Dollars & Cents	Nine Thousand Four Hundred Dollars and Zero Cents ($9,400.00) Dollars & Cents
6.	3,450	S.Y.	Scarify and Rework Existing Roadway (8")	Two Dollars and Zero Cents ($ 2.00) Dollars & Cents	Six Thousand Nine Hundred Dollars and Zero Cents ($ 6,900.00) Dollars & Cents
7.	8,000	S.Y.	2% Lime Stabilization (Recycle material)	One Dollar and Fifteen Cents ($ 1.15) Dollars & Cents	Nine Thousand Two Hundred Dollars and Zero Cents ($ 9,200.00) Dollars & Cents

OPENED 9:37 7-6-16 Witnessed

8.	3,400	S.Y.	6" Subgrade Preparation	Two Dollars and Zero Cents ($ 2.00) Dollars & Cents	Six Thousand Eight Hundred Dollars and Zero Cents ($ 6,800.00) Dollars & Cents
9.	3,400	S.Y.	3% Lime Stabilization (Subgrade)	One Dollar and Fifty Cents ($ 1.50) Dollars & Cents	Five Thousand One Hundred Dollars and Zero Cents ($ 5,100.00) Dollars & Cents
10.	10	Ea.	Driveways, Turnouts Asphalt	Four Hundred Dollars and Zero Cents ($400.00) Dollars & Cents	Four Thousand Dollars and Zero Cents ($ 4,000.00) Dollars & Cents
11.	4	Ea.	Driveways, Turnouts Caliche	Two Hundred Eighty Dollars and Zero Cents ($280.00) Dollars & Cents	One Thousand One Hundred Twenty Dollars and Zero Cents ($ 1,120.00) Dollars & Cents
12.	4	Ea.	Driveways, Turnouts Concrete	One Thousand Four Hundred Dollars and Zero Cents ($1,400.00) Dollars & Cents	Five Thousand Six Hundred Dollars and Zero Cents ($5,600.00) Dollars & Cents
13.	1	L.S.	Traffic Control	Three Thousand Five Hundred Dollars and Zero Cents ($ 3,500.00) Dollars & Cents	Three Thousand Five Hundred Dollars and Zero Cents ($ 3,500.00) Dollars & Cents
14.	1	L.S.	Striping	Ten Thousand Five Hundred Dollars and Zero Cents ($ 10,500.00) Dollars & Cents	Ten Thousand Five Hundred Dollars and Zero Cents ($ 10,500.00) Dollars & Cents
15.	80	L.F.	Irrigation Pipe 15" P.V.C. 80 PSI	Thirty Dollars and Zero Cents ($ 30.00) Dollars & Cents	Two Thousand Four Hundred Dollars and Zero Cents ($ 2,400.00) Dollars & Cents

OPENED 9:31 1-6-14 Witnessed

16.	48	L.F.	24" RCP Casing	Forty-Five Dollars and Zero Cents ($ 45.00) Dollars & Cents	Two Thousand One Hundred Sixty Dollars and Zero Cents ($ 2,160.00) Dollars & Cents
17.	4	Ea.	45º Bend PVC	Five Hundred Dollars and Zero Cents ($ 500.00) Dollars & Cents	Two Thousand Dollars and Zero Cents ($ 2,000.00) Dollars & Cents
18.	2	Ea.	Concrete Collars	Five Hundred Dollars and Zero Cents ($ 500.00) Dollars & Cents	One Thousand Dollars and Zero Cents ($ 1,000.00) Dollars & Cents
19.	450	L.F.	3' Valley Gutter	Fifteen Dollars and Zero Cents ($ 15.00) Dollars & Cents	Six Thousand Seven Hundred Fifty Dollars and Zero Cents ($ 6,750.00) Dollars & Cents
20.	4,950	L.F.	Road Side Swale	Three Dollars and Zero Cents ($ 3.00) Dollars & Cents	Fourteen Thousand Eight Hundred Fifty Dollars and Zero Cents ($ 14,850.00) Dollars & Cents
21.	48	L.F.	18" R.R.G.C.P.	Fifty Dollars and Zero Cents ($ 50.00) Dollars & Cents	Two Thousand Four Hundred Dollars and Zero Cents ($ 2,400.00) Dollars & Cents
22.	2	Ea.	Safety End Treatment	Nine Hundred Dollars and Zero Cents ($ 900.00) Dollars & Cents	One Thousand Eight Hundred Dollars and Zero Cents ($ 1,800.00) Dollars & Cents
23.	11,300	S.Y.	Prime Coat MC-30	One Dollar and Zero Cents ($ 1.00) Dollars & Cents	Eleven Thousand Three Hundred Dollars and Zero Cents ($ 11,300.00) Dollars & Cents

Total of Bid $ 264,840.00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

July 7, 2016

Mr. Luciano Ozuna
City Manager
City of Alamo
420 N. Tower Road
Alamo, Texas 78516

Re: Alamo Street Improvements
Crockett Avenue from Cesar Chavez Road to 13th Street

Dear Mr. Ozuna

Bids for the above mentioned project were received and opened on Wednesday, July 6, 2016. Ten (10) Bids were received and are as follows:

Contractor	Base Bid	Alternate#1	Total Bid
2GS, LLC dba Earthworks Enterprises	$264,840.00	$1,600.00	$266,440.00
RDH Site and Concrete, LLC	$289,997.00	$4,000.00	$293,997.00
M.J.A. Construction, LLC	$303,857.00	$3,800.00	$307,657.00
IOC Company, LLC	$301,477.77	$6,300.00	$307,777.77
GNH Company, LLC	$314,612.00	$3,200.00	$317,812.00
Jimmy Closner & Sons Construction	$329,405.00	$2,800.00	$332,205.00
Foremost Paving, Inc.	$379,826.00	$10,000.00	$389,826.00
Valley Paving, Inc.	$434,945.00	$6,000.00	$440,945.00
J.M. Construction	$452,315.00	$3,200.00	$455,515.00
Diamond Eight Industries, LLC	$461,147.50	$3,800.00	$464,922.00

After reviewing the bid tabulation, we recommend awarding the contract to the lowest responsive bid, 2GS, LLC dba Earthworks Enterprises for the total bid amount of $266,440.00. When the bids were read at the bid opening, the 2GS, LLC dba Earthworks Enterprises bid was read as follows, base bid $266,440.00 alternate bid $1,600.00. However, the numbers submitted on the bid itemized sheets were, Total of Base $264,840.00, Total of Alternate No. 1 $1,600.00, and Total Base Bid + Alternate No. 1 $266,440.00. This is the amount we recommend be awarded $266,440.00.

Should you have any questions or require additional information, please do not hesitate to contact our office. Thank You.

Sincerely,

Eulalio Ramirez, P.E.
Project Engineer

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: July 6, 2016 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Alamo – - Paving Improvements to: Crockett Avenue from Cesar Chavez Rd. to 13th St."

BID NO: 5015-05-0311-5000-0500-UCP-ML
Addendums 1 & 2 required

PROCURMENT SPECIALIST:

RFB NO.	NAME OF COMPANY	Acknowledgement of Addendum 1 & 2		BID PRICE	ALTERNATE No. 1	BID BOND OR CHECK INCLUDED
#1	IOC Company, LLC	✓	✓	$301,477.77	$6,300.00	BID BOND INCLUDED
#2	Earthworks Enterprise	✓	✓	$266,440.00	$1,600.00	BID BOND INCLUDED
#3	Foremost Paving Inc.	✓	✓	$379,826.00	$10,000.00	BID BOND INCLUDED
#4	Valley Paving, Inc.	✓	✓	$434,945.00	$440,945.00	BID BOND INCLUDED
#5	J. M. Construction	✓	✓	$452,315.00	$3,200.00	BID BOND INCLUDED
#6	M.J.A Construction, LLC	✓	✓	$303,857.00	$3,800.00	BID BOND INCLUDED
#7	GNH Company, LLC	✓	✓	$314,612.00	$3,200.00	BID BOND INCLUDED
#8	Jimmy Closner & Sons Construction Co., Inc.	✓	✓	$329,405.00	$332,205.00	BID BOND INCLUDED
#9	Diamond Eight Industries, LLC	✓	✓	$461,147.50	$38,000.00	BID BOND INCLUDED
#10	RDH Site and Concrete, LLC	✓	✓	$289.997.00	$4,000.00	BID BOND INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

Diana Martinez
Mayor

Amelia V. Gallegos
Mayor Pro-Tem

Maria del Pilar Garza
Commissioner

Pete Morales
Commissioner

Robert De La Garza
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

JUL 22 2016

July 22, 2016

Ms. Diana Serna, Urban County Director
Urban County Program
427 E. Duranta Ave, Ste, 107
Alamo, TX 78516

Re: UCP FY 28 (2015) – Crockett Ave. Road Improvements

Dear Ms. Serna:

At our regularly scheduled meeting held on July 19, 2016, the Alamo City Commission approved the lowest responsive bidder being 2GS,LLC dba Earthworks Enterprises to complete the street improvements to Crockett Ave. The approved bid amount total is $266,440.00 which includes the approval of Alternate No. 1.

Attached please find the original recommendation letter from our project engineer, Quintanilla, Headley, & Associates, and a check in the amount of $42,230.50 to cover the remaining balance for the completion of the project.

If you need additional information or have any questions, please call me at (956) 787-0006 ext.106.

Sincerely,

Robert L. Salinas
Planning Director

Enclosures

CONSTRUCTION CONTRACT

This Agreement entered into this **August 9, 2016** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and 2GS, LLC dba Earthworks Enterprise **(a corporation)** (a partnership) (an individual) of **Peñitas,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**City of Alamo – Paving Improvements**
PROJECT No.:	**5015-05-0311-5000-0500-UCP-ML**
PROJECT DESCRIPTION:	**Paving Improvements to Crockett Ave. (Cesar Chavez Rd. to 13th St.)**

heinafter called the project, for the sum of **($266,440.00) – two hundred sixty-six thousand four hundred forty dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(120) One hundred twenty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($300.00) Three hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4)

counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Name of Signatory: Humberto Garcia, Jr., Member

Name of Firm: 2GS, LLC dba Earthworks Enterprise

Address: PO Box 595
Peñitas, Texas 78576-0595

Federal I.D./S.S.: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ___ day of _____, 20 16 ,

by Humberto Garcia, Jr., Member of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna, Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: April 28, 2016

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1400 McColl Rd. Ste 105
McAllen TX 78501

CONTACT NAME: Leticia Gallegos
PHONE (A/C, No, Ext): 956-668-3516 FAX (A/C, No): 956-687-1286
E-MAIL ADDRESS: leticia.gallegos@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Insurance Company	12203
INSURER B : Ohio Security Insurance Company	24082
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : The Travelers Lloyds Insurance Co	41262
INSURER E :	
INSURER F :	

INSURED 2GSLL
2GS, LLC. dba Earthworks Enterprise
PO Box 595
Penitas TX 78576

COVERAGES **CERTIFICATE NUMBER:** 1519820415 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	000703560	2/21/2016	2/21/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X 5,000						MED EXP (Any one person)	$1,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	BAS55991781	2/21/2016	2/21/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	TSF0001234244	2/21/2016	2/21/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Inland Marine			QT6608G686515TLC16	2/21/2016	2/21/2017	Limit Leased/Rented Deductible	$750,000 $200,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic Additional insured Endorsement Construction or Service Contracts when required by written contract applies to General Liability and Auto policies.

Waiver of Transfer of Rights of Recovery Against Others to us applies to General Liability coverage when required by written contract.
Texas Waiver of our Right to Recover from Others applies to Workers Compensation coverage when agreed by written contract and as permitted by law.
Project: Crockett Avenue from Cesar Chavez to 13th Street

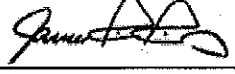
CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 E. Duranta Ave.
Alamo TX 78516

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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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:
2016-75949

Date Filed:
06/24/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
2GS, LLC, dba Earthworks Enterprise
Penitas, 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.
5015-05-0311-5000-0500-UCP-ML
City of Alamo Paving Improvements (Crockett Avenue from Cesar Chavez to 13th Street)

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.

ARMANDO OMAR FLORES JR
Notary Public, State of Texas
Comm. Expires 03-23-2020
Notary ID 130592795

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Humberto García, Jr., this the 24th day of June, 20 16, 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
	Armando Omar Flores, Jr.	Notary Public

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.

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2GS, LLC, dba Earthworks Enterprise
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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.

5015-05-0311-5000-0500-UCP-ML
City of Alamo Paving Improvements (Crockett Avenue from Cesar Chavez to 13th Street)

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

AI-55520 **Urban County** **16. J.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Resolution authorizing renewal of Revolving Line of Credit with Lone Star National Bank of McAllen for the Urban County Program with authority for UCP to draw from such line of credit.

BACKGROUND

Urban County Program is requesting approval to renew an existing $500,000 Line of Credit with Lone Star National Bank. The purpose of the Line of Credit is to help finance the cost of construction and general administration expenses prior to reimbursement from the Texas Department of Housing Community Affairs, Texas Department of Agriculture and/or Texas General Land Office.

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2016 02:25 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Sandra Regalado Started On: 07/21/2016 01:17 PM

Final Approval Date: 08/05/2016

RESOLUTION RENEWING A LINE OF CREDIT

WHEREAS, Hidalgo County Urban County Program has been awarded grants from the Texas Department of Housing and Community Affairs (TDHCA), Texas Department of Rural Affairs (TDRA), Texas Department of Agriculture (TDA), and from the Texas General Land Office (GLO);

WHEREAS, there is a need to renew an existing line of credit in the amount of $500,000.00 for the purposes related to the administration and on-going business of these programs; and

WHEREAS, any amounts obtained from the line of credit will be re-paid directly from the corresponding TDHCA, TDA and GLO programs.

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Hidalgo County that the Urban County Program is authorized to renew a Line of Credit with the First National Bank of McAllen, Texas in the amount of $500,000.00 with authority for UCP to draw from such line of credit at an interest rate so specified in the County's depository contract with Lone Star National Bank of McAllen, Texas.

Signed the _____day of _____, 2016

_____

County Judge

Attest:

_____

County Clerk

AI-55668 **Planning Department** **17. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Partial Reimbursements of Financial Guarantee
a. Rancho Esquina Subdivision- Pct. 4

2. Replacement of Letter of Credit
a. Evergreen Valley Estates Ph. I Subdivision- Pct. 4

3. Re-appointment of Members for the Hidalgo County Subdivision Advisory Board & Hidalgo County Board of Building Line Adjustment
a. Manuel Cantu- Pct. 2
b. Leonel Garza- Pct. 4

4. Appointment of Member for the Hidalgo County Subdivision Advisory Board & Hidalgo County Board of Building Line Adjustment
a. Rudy Elizondo- Pct.3

BACKGROUND

Fiscal Impact

Attachments

Rancho Esquina;reimb.
Evergreen Valley Est. repl.loc.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2016 03:15 PM
Glinda Pacheco	Glinda Pacheco	08/03/2016 08:49 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Flor Castillo		Started On: 08/02/2016 02:58 PM

Final Approval Date: 08/05/2016

Hidalgo County
Planning
Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, DIRECTOR OF PLANNING**

Date: **JULY 28, 2016**

Re: **REIMBURSEMENT OF SEPTICTANK ESCROW**
RANCHO ESQUINA SUBDIVISION – PCT. 4

ON NOVEMBER 05, 2002, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT FOR THE ABOVE REFERENCED SUBDIVISION. ON APRIL 09, 2010 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF FOUR THOUSAND DOLLARS ($4,000.00) TO SECURE THE INSTALLATION OF THE REMAINING FOUR (4) SEPTIC TANK SYSTEMS

THE DEVELOPER IS REQUESTING A 1ST REIMBURSEMENT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWO (2) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FOURTEEN (14) OUT OF SIXTEEN (16) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR THE 1ST REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$4,000.00
REQUEST FOR 1ST REIMBURSEMENT:	$ 2,000.00
BALANCE REMAINING	$ 2,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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Phone (956) 205-7045
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HIDALGO COUNTY PLANNING DEPARTMENT

Date 04-09 20 10

Received of: Artsob Enterprises $ 4000.00

four thousand and 00/100 Dollars

Subdivision: Rancho Esquina (4 septics)

Cash — Check # 5561 M.O. # —

Received by:

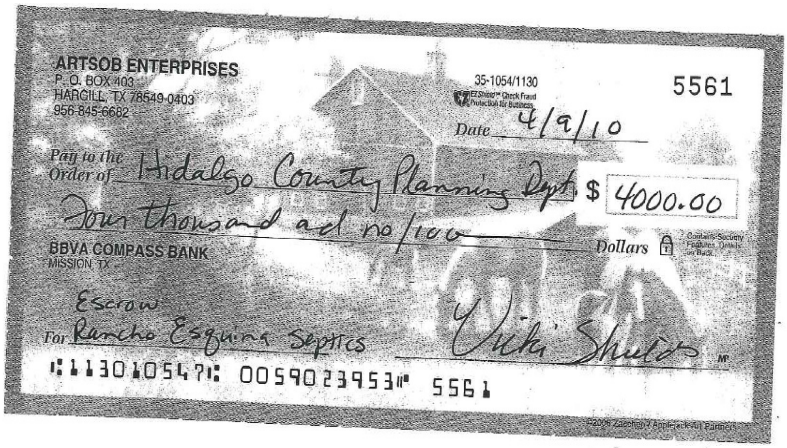
○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	4000.00
Other	
TOTAL	4000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
No 62193-2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001



Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

July 28, 2016

Hidalgo County Planning Department
Mr. Tomas Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: Rncho Esquina Subdivision

Dear Mr. Arredondo:

According to our records (1 thru 8 and 10, 11 and 13 thru 16) 14 septic tank systems for Rancho Esquina Subdivision located on FM 2812 and Sun Flower Rd Edinburg, TX; have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Roberto Serna
Executive Assistant
Hidalgo County
Health Department
Environmental Division

1304 S. 25th Edinbuirg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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Fax (956) 205-7049

TO: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

FROM: **TJ ARREDONDO, CFM, DIRECTOR OF PLANNING**

DATE: **JULY 28, 2016**

RE: **EVERGREEN VALLEY ESTATES PH. I SUBDIVISION – PCT. 4**
REPLACEMENT OF LETTER OF CREDIT

ON APRIL 08, 2003, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT FOR THE ABOVE REFERENCED SUBDIVISION. ON JULY 14, 2016 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF EIGHT THOUSAND FIFTEEN DOLLARS ($8,015.00) TO SECURE THE INSTALLATION OF THE REMAINING SEVEN (7) SEPTIC TANK SYSTEMS.

ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIXTY NINE (69) OUT OF SEVENTY SIX (76) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR RELEASE OF LETTER OF CREDIT AND REPLACEMENT WITH A CASH DEPOSIT IN THE AMOUNT OF EIGHT THOUSAND FIFTEEN DOLLARS ($8,015.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

FIRST NATIONAL BANK L.O.C.

ORIGINAL AMOUNT	$77,000.00
ORIGINAL CASH DEPOSIT	$8,015.00
BALANCE REMAINING	$8,015.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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1304 S. 25th Street
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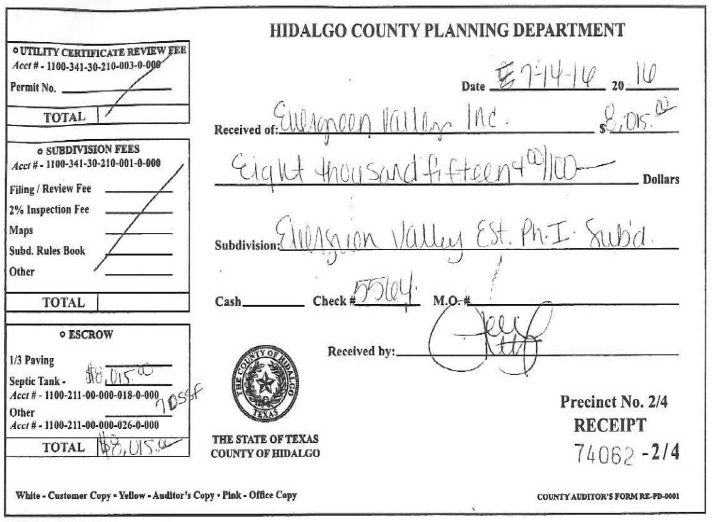


HIDALGO COUNTY PLANNING DEPARTMENT

o UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. _____
TOTAL

o SUBDIVISION FEES
Acct # - 1100-341-30-210-001-0-000
Filing / Review Fee
2% Inspection Fee
Maps
Subd. Rules Book
Other
TOTAL

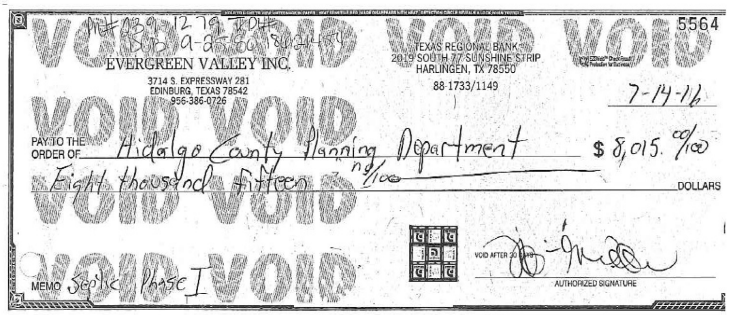
o ESCROW
1/3 Paving
Septic Tank - $8,015.00
Acct # - 1100-211-00-000-018-0-000
Other
Acct # - 1100-211-00-000-026-0-000
TOTAL $8,015.00

Date E 7-14-16 20 16
Received of: Evergreen Valley Inc. $ 8,015.00
Eight thousand fifteen 00/100 Dollars
Subdivision: Evergreen Valley Est. Ph-I Subd.
Cash _____ Check # 75164 M.O. # _____
Received by: _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2/4
RECEIPT
74062 -2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy
COUNTY AUDITOR'S FORM RE-PD-0001



VOID VOID VOID VOID VOID VOID

5564

EVERGREEN VALLEY INC.
3714 S. EXPRESSWAY 281
EDINBURG, TEXAS 78542
956-386-0726

TEXAS REGIONAL BANK
2019 SOUTH 77 SUNSHINE STRIP
HARLINGEN, TX 78550
88-1733/1149

7-14-16

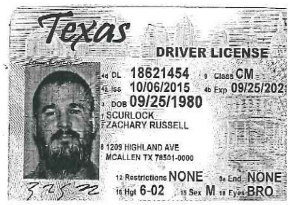
PAY TO THE ORDER OF Hidalgo County Planning Department $ 8,015.00

Eight thousand fifteen 00/100 DOLLARS

MEMO Septic Phase I

AUTHORIZED SIGNATURE

⑈005564⑈ ⑆114917335⑆ ⑈9000046771⑈



Texas DRIVER LICENSE
DL 18621454 Class CM
DOB 09/25/1980 Exp 09/25/202
SCURLOCK
ZACHARY RUSSELL
1209 HIGHLAND AVE
MCALLEN TX 78501-0000
Restrictions NONE End NONE
Hgt 6-02 Sex M Eyes BRO

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

July 12, 2016

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: EVERGREEN VALLEY EST. PH. 1

Dear Mr. Arredondo:

According to our records 69 out of 76 septic tanks systems for Evergreen Valley Est. Ph. 1 Subdivision located on Mile 20 & Valverde Rd. in Edinburg, TX have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Elizardo Ramos

Elizardo Ramos
Division Manager
Hidalgo County Health Dept.
Environmental Division

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-55671 **Precinct #2** **18. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $6,595.20 for the County's participation for construction and construction engineering direct state costs, for the CR653(Las Milpas Road) over the South Floodway Channel off system bridge replacement project, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (CSJ:0921-02-252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1315-431-60-122-057-0-722

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

BUDGETARY IMPACT:

Funding pending approval of AI#55719 CC 8/9/16.

Attachments

Letter Requesting Payment

AFA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2016 03:29 PM
Glinda Pacheco	Glinda Pacheco	08/05/2016 08:55 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Erika Zamora		Started On: 08/02/2016 06:12 PM
Final Approval Date: 08/05/2016		

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

June 29, 2016

INVOICE RECEIVED BY:
Erika Zamora ON 6-29-16
GOODS/SERVICES RECEIVED BY:
Eduardo Cantu ON 6-29-16

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Off-System Bridge Replacement Project
CR 653 (Las Milpas Road) over South Floodway Channel
CSJ: 0921-02-252

Dear Judge Garcia:

As shown on "Attachment D, Estimate of Direct Costs," of the Advance Funding Agreement (attached), the County's participation for Construction and Construction Engineering Direct State Costs is $6,595.20 and is due 45 days prior to letting. This project is scheduled to let in July 2016 and this amount is now due and payable. **Please submit a check in the amount of $6,595.20 made payable to the "Texas Department of Transportation Trust Fund" no later than July 5, 2016** cover these costs to the attention of Ms. Roxana Garcia, our Advance Transportation Planning Director, at the above address for further processing.

Please contact Ms. Garcia or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Hector Gonzalez, Jr., P.E.
Pharr Deputy District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Roxana Garcia, P.E., Advance Transportation Planning Director
Rene Garza, P.E., Pharr Area Engineer
Monica Perez, P.E., Project Manager

Texas Department of Transportation

MEMORANDUM

TO: Rex A. Costley, P.E.
Pharr District

September 20, 2010

FROM: Hector Vidaurri
Contract Services

SUBJECT: Executed AFA – Las Milpas Road at South Floodway Channel
CS 11 – 129 / CSJ# 0921-02-252 / County of Hidalgo

Attached is:

__X__ Fully executed original or amendment contract(s) [1]

_____ Fully executed copy of original or amendment contract(s) [ ]

_____ Other:

Please keep a copy of the fully executed counterpart in your district/division file of record. Return the original to the local entity.

If you have any questions, please contact Hector Vidaurri at (512) 374-5152.

Thank You

RECEIVED
AUG 04 2010
COUNTY JUDGE

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

Original

STATE OF TEXAS §
COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

STATE ORIGINAL

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the **County of Hidalgo**, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at **Las Milpas Road over South Floodway Channel** and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number **112048**, dated **Nov 19,2009**; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of this Agreement**

   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Conditions for Termination of this Agreement**

   a. The Agreement is terminated in writing with the mutual consent of the parties; or
   b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
   c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. **Amendments**

   Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. **Remedies**

   This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**

   The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. **Right of Way and Real Property**

   The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

   The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. **Adjustment of Utilities**

   The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance

from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. **Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. **Construction Responsibilities**

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. **Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. **Local Project Sources and Uses of Funds**

a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP.
The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will the State in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
i. The State will not pay interest on any funds provided by the Local Government.

j. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

k. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

l. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 1.2% percent.

m. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

n. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**

a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.

b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.

c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.

d. Responsibilities of the Local Government on EMP(s).
   (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
   (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
   (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
   (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP.

If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. **Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	**State:**
Honorable Rene Ramirez	Mario Jorge, P.E.
Hidalgo County Judge	Pharr District Engineer
P.O. Box 1356	P.O. Box 1717
Edinburg, Texas 78540	Pharr, Texas 78577-1717

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. **Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. **Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. **Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use.

All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. **Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. **Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. **Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. **Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. **Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

In accordance with Section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting

requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

24. **Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. **Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. **Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. **Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

28. **Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

31. **Signatory Warranty**

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

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Signature

Honorable Rene Ramirez
Printed Name of Signatory

Title: Judge, County of Hidalgo

Date: 8/24/10

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

By: _____
David P. Hohmann, PE
Director, Bridge Division

Date: 9/16/10

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

Medical & Dental Services, Mental Health Services and Special Services for the Purpose of Expanding the "Medical & Dental, Mental Health and Special Services Pool"

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

M. **AI-22524 Discussion/Approval to Extend Interlocal Agreement with South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food, Commodities, Uniforms, Supplies and Services**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

22. **Pct. #2 - Comm. Palacios:** (Exhibit AA)

A. **AI-22639 Discussion and possible action on Amendment to Interlocal Agreement between City of San Juan & Hidalgo County (Minnesota Drain Project)**

NO ACTION taken on this item.

B. **AI-22640 Discussion, consideration and action on Interlocal Cooperation Agreement between PSJA, City of Alamo and Hidalgo County**

NO ACTION taken on this item.

C. **AI-22435 1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between the State of Texas and the County of Hidalgo covering Off-System Bridge Replacement for Las Milpas Road over South Floodway Channel (CSJ:0921-02-252)**

On motion of Commissioner Cuellar, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

2. Authority for County Judge to sign the following Advance Funding Agreements on the above mentioned bridge project.

On motion of Commissioner Cuellar, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

23. **Budget & Management - Raul Silguero Jr.:** (Exhibit BB)

A. **AI-22637 Consideration and approval of an Order imposing optional local fees in addition to the registration fee for calendar year 2011 in accordance with Transportation Code Section 502.172, Section 502.1725 and Section 502.173.**

Mr. Silguero advised the Court that the $10.00 fee is for Road and Bridge and $10.00 for the Transportation Project Mobility fee. Commissioner Palacios clarified that the fees can only go to the RMA-Regional Mobility Authority.

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval to impose the fees

B. **AI-22614 Fifth Administrative Judicial Region (1100):**

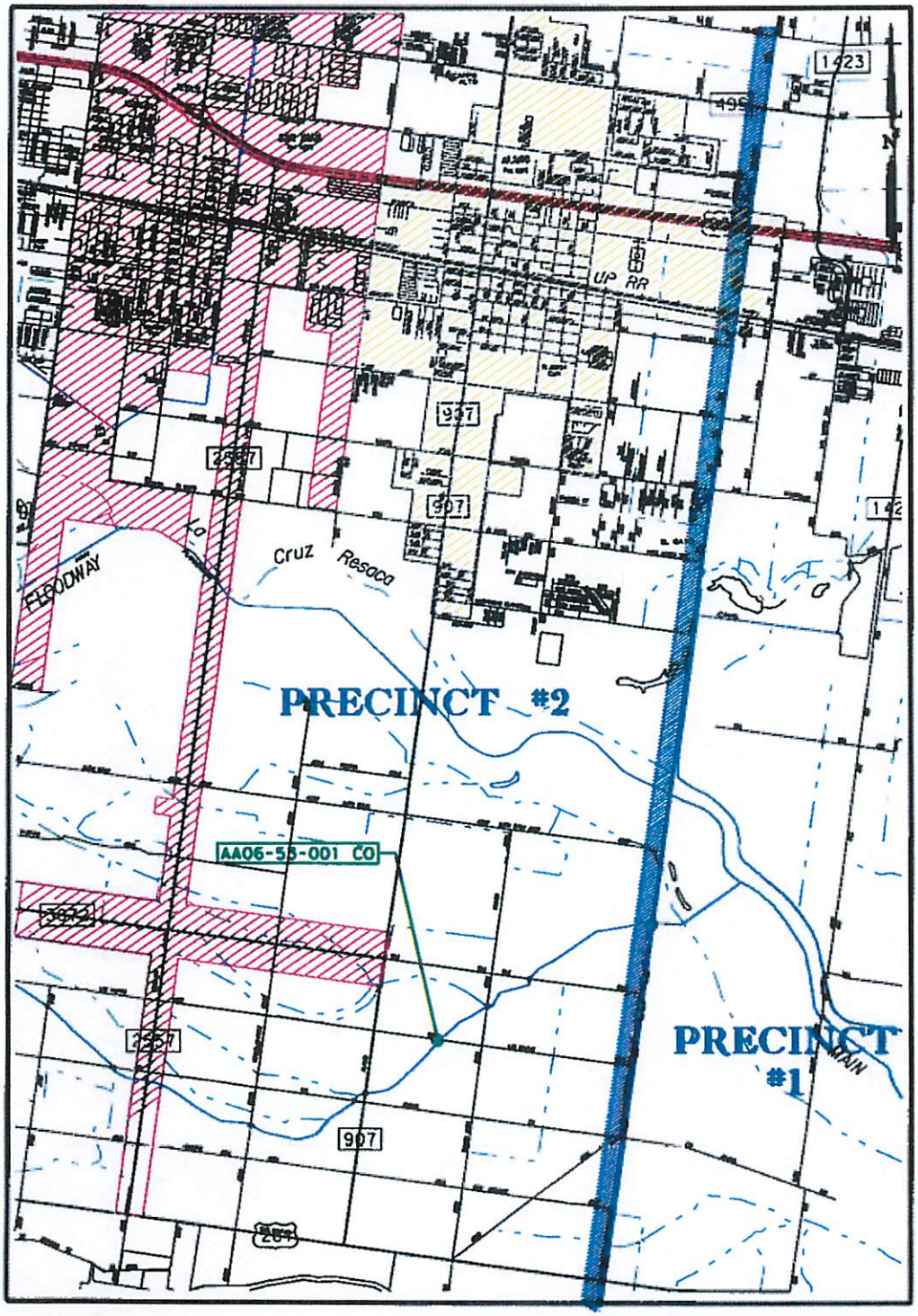
Approval to make payment to the Fifth Administrative Judicial Region for the fiscal year 2011 Hidalgo County Assessment Fee in the amount of $86,225.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor

DATE August 25, 2010
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By P. Tamez Deputy

10

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT C (See Note **)

LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECT(S) (EMP)

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Total				
EMP work credited to this PWP (See Note *)				
Balance of EMP work available to associated PWP(s)				

Associated PWP(s) Control-Section-Job (CSJ)	Amount to be Credited to Associated PWP (s)

Not Applicable

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE) 13%	(1) $62,400.00	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation 1.2%		(3)$748.80
Construction	$480,000.00	
Engineering and Contingency (E&C) 14.50%	$ 69,600.00	
The Sum of Construction and E&C	(2) $549,600.00	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation 1.2%		(4) $6,595.20
Amount of Advance Funds Paid by Local Government *		(5) $0.00
Amount of Advance Funds to be Paid by Local Government *		(6) $7,344.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $0.00
Total Project Direct Cost	(1+2) $612,000.00	

* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. _____

AI-55673 **Budget and Management** **19. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Title VI/Nondiscrimination:
Discussion, consideration, and approval to adopt the County of Hidalgo Title VI/Nondiscrimination Plan to establish affirmative compliance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities.

BACKGROUND

Hidalgo County, in accordance with 23 Code of Federal Regulations (CFR), as a recipient of Federal financial assistance, is subject to these Title VI reviews conducted by TxDOt's OCR and is required to comply with the various nondiscrimination laws and regulations.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

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Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/03/2016 10:32 AM
Budget & Management	Veronica Ortiz	08/03/2016 10:50 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Merlen P. Munoz Started On: 08/03/2016 08:26 AM
Final Approval Date: 08/05/2016

TITLE VI / NONDISCRIMINATION PLAN

COUNTY OF HIDALGO

100 E. Cano Street
Edinburg, Texas 78539

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Title VI/Nondiscrimination Coordinator Contact Information

Valde Guerra, County Executive Officer
2818 South Business Highway 281
Edinburg, Texas 78539

Ph: (956)292-7655
Fx: (956)292-7034

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INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any agency receiving federal assistance. All recipients are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964 (Title VI). Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibits unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 defined the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance.

In addition to statutory authorities, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, signed in February of 1994, requires Federal agencies to achieve environmental justice as part of their mission by identifying disproportionately high and adverse human health or environmental effects of their programs, policies, and activities on minority populations and low-income populations. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice.

Also, Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. As a recipient of Federal financial assistance in certain programs and projects, the County of Hidalgo (hereinafter "the County) must make reasonable efforts to provide access to individuals with limited ability to speak, write, or understand the English language.

The County must not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects because of race, color, sex, or national origin. Therefore, the primary goals and objectives of the County of Hidalgo's Title VI Non-Discrimination Plan are:

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1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;

2. To ensure that people affected by the County's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;

3. To prevent discrimination in County programs and activities, whether those programs and activities are federally funded or not;

4. To establish procedures for identifying impacts in any program, service, or activity that may create an illegal adverse impact on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, persons with disabilities, and all affected Title VI populations;

5. To establish procedures to annually review Title VI compliance of specific program areas within the County;

6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in a County-provided service, project, program or activity.

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As the recipient of Federal transportation funds, the County must comply with Federal and State laws, and related statutes, to ensure equal access to all persons, with respect to its programs and activities without regard to race, color, national origin, sex, age, or disability. Every effort will be made to prevent discrimination in any County-sponsored program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The County's Title VI Plan also establishes procedures to make sure that the County's contractor's and sub-recipients adhere to Federal and State laws and include in all written agreements or contracts assurances that the sub-recipient must comply with Title VI and other related statutes. The County, as a recipient receiving Federal funds in certain programs and activities, shall monitor its sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the County will make a good faith effort to ensure that the sub- recipient corrects any such deficiencies.

Federal Financial Assistance

Title VI states that no program or activity receiving "Federal financial assistance" shall discriminate against individuals based on their race, color, or national origin. Federal financial assistance may include grants and loans of federal funds, the grant or donation of Federal property and interests in property, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and any other federal arrangement, agreement, or contract which purpose is to provide federal assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. Federal financial assistance may be received directly or indirectly.

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AUTHORITIES

The authorities applicable to the County of Hidalgo's Title VI program are included below:

- **Title VI of the Civil Rights Act of 1964, (42 U.S.C. §2000d)** provides that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance."
- **Civil Rights Restoration Act of 1987** restored the intent of Title VI and the broad, institution-wide scope and coverage of nondiscrimination statutes to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether those programs and activities are federally funded or not.
- **Federal Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.)** provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- **Uniform Act of 1970 (42 U.S.C. 4601)** which prohibits unfair and inequitable treatment of persons displaced or whose property will be acquired as a result of federally assisted programs or activities.
- **Section 504 of the Rehabilitation Act of 1973** which prohibits discrimination based on a handicap/ disability.
- **49 CFR Part 21** U.S. Department of Transportation (U.S. DOT) Regulations for the Implementation of Title VI – requires assurances from states that nondiscrimination under any program or activity for which the recipient receives federal assistance from the U.S. DOT, including the Federal Highway Administration (FHWA) will be prevented.
- **28 CFR 50.3** Guidelines for the Enforcement of Title VI, Civil Rights Act of 1964
- **Executive Order No. 12898** Addresses federal actions to address Environmental Justice in minority populations and low income populations.
- **Executive Order No. 13166** Addresses the improvement of access to services for persons with Limited English Proficiency.
- **Executive Order No. 12250** Department of Justice Leadership and Coordination of Non-Discrimination Laws

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POLICY STATEMENT & STANDARD DOT ASSURANCES

Policy Statement:

The County of Hidalgo, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statues, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity administered by the County of Hidalgo.

The nondiscrimination statement signed by all members of the County's Commissioners' Court, is located as Attachment 01 of this plan.

Standard DOT Assurances:

23 CFR 200.9(a)(1) requires assurances from the County of Hidalgo that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient receives Federal assistance from the U.S. Department of Transportation (USDOT), including the FHWA.

The Title VI Assurances are submitted to TXDOT every three years or when there is a change in administration for any of the presiding Commissioners' Court members. The updated Title VI Assurances signed by all members of the County's Commissioners' Court, is located as Attachment 02 of this plan.

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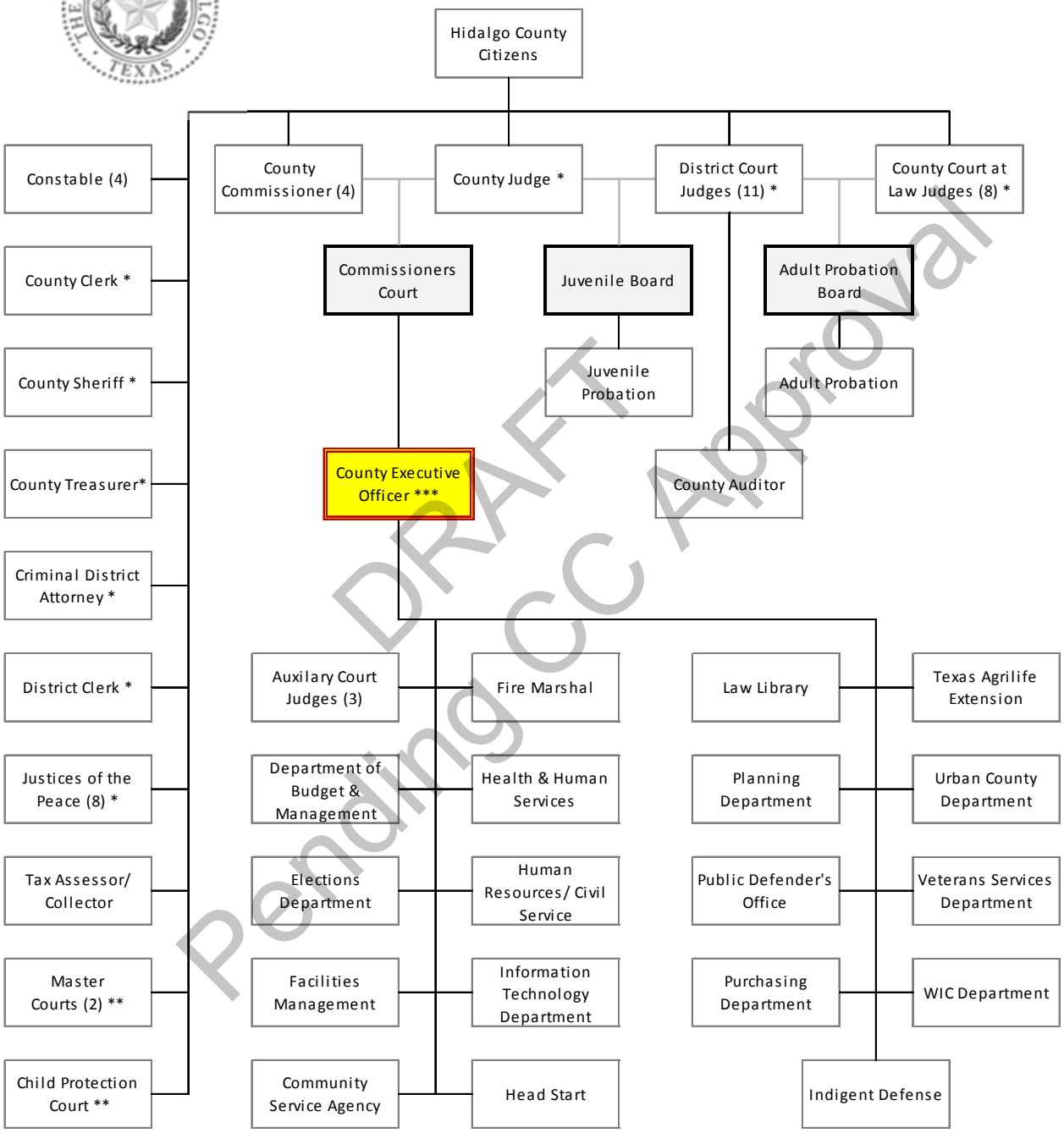
COUNTY ORGANIZATIONAL CHART



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* Members of Bail Bond Board

** State appointed judges

*** Title VI/Nondiscrimination Coordinator

ROLES & RESPONSIBILITIES

Title VI / Nondiscrimination Coordinator:

The County of Hidalgo's Title VI/Nondiscrimination Coordinator is its County Executive Officer. The County Executive Officer reports to the County Commissioners' Court and shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances for the County of Hidalgo.

The Title VI/Nondiscrimination Coordinator is authorized to ensure compliance with the provisions of the County's statement of nondiscrimination and with the appropriate laws and regulations. The Title VI/Nondiscrimination Coordinator will also ensure implementation of the County's nondiscrimination policy statement and will be responsible for initiating, monitoring, and ensuring the County's compliance with Title VI requirements.

The Title VI/Nondiscrimination Coordinator's role and responsibilities include but are not limited to the following:

1. Program Administration. Being the focal point for the Title VI implementation and monitoring of programs and/or activities receiving federal financial assistance. Ensuring that Title VI requirements are included in appropriate policy directives and that the procedures used have built in safeguards to prevent discrimination. Ensure compliance with Title VI assurances, policies, and program objectives.

2. Public Dissemination of Information. Develop and disseminate Title VI program information (and, where appropriate, in languages other than English) to County employees/officials, and sub-recipients, including contractors, subcontractors, consultants and the general public. The public dissemination program shall involve the posting of the County's Title VI Policy Statement: a) in contracts or other agreements and bid specification packages; b) on the County's internet website, www.co.hidalgo.tx.us; c) in certain County buildings. The dissemination to employees/officials will include: a) an annual broadcast to County employees; b) Posting on the County's internet website; c) Acknowledgements of the County's Title VI and LEP Plan in the new employee orientation (Attachment 04).

3. Annual Work Plan and Accomplishment Report. Coordination, compilation, and submission of the Annual Work Plan and Accomplishment Report to the Texas Department of Transportation, Office of Civil Rights via TXDOT's Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report Development

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Guide, as presented in TXDOT's Title VI/Nondiscrimination Technical Assistance Guide for Sub-Recipients. The Annual Work Plan and Accomplishment Report is due one year from the date of approval of the Title VI plan and then annually on that same date. Ensure the following areas are adequately addressed in the plan:

- Title VI compliant procedures
- Record of Title VI investigations, complaints or lawsuits, and dispositions
- Plan to involve persons with Limited English Proficiency (LEP)
- Environmental Justice Plan
- Title VI notices to the public
- Annual report of Title VI accomplishments and changes to the program in the preceding Federal fiscal year

4. Elimination of Violations. Assisting with the correction of Title VI related problems or discriminatory practices or policies found through self-monitoring and review activities. When deficiencies are found, reasonable procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s).

5. Complaint Process. Implementation of procedures for the prompt processing of Title VI internal and external discrimination complaints.

6. Compliant Resolution. Overseeing the investigation of external Title VI complaints.

7. Training Program Development. Facilitate the development and implementation of training programs on Title VI issues and regulations and, other nondiscrimination authorities, for County employee/officials, contractors, and subrecipients. A summary of training conducted will be reported in the annual update.

8. TXDOT Notice. Forwarding Title VI complaints filed against the County of Hidalgo to TXDOT within 10 calendar days for investigation.

9. Data Collection. Coordinating the collection and maintenance of statistical data on race, color, national origin, English language proficiency and sex of participants in the beneficiaries of County programs. Most information will be gathered through Census data and maps. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

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10. Title VI Plan Update. If updated, providing a copy of the Title VI Plan to the Texas Department of Transportation. The County will automatically update and renew its Title VI Assurances every three years or as necessary on the occasion of a change in the County's Title VI Plan administrative structure and staffing or changes to the plan's complaint procedures, etc.

Title VI Coordinator Contact Information:

County of Hidalgo Executive Office
Title VI/Nondiscrimination Coordinator
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

Phone: (956)292-7655
Fax: (956)292-7034

Departments/Elected Offices:

The County of Hidalgo Departments and Elected Offices, including Hidalgo County Head Start Program and Community Service Agency, will coordinate with the Title VI/Nondiscrimination Coordinator to ensure compliance with Title VI requirements for TXDOT. Department Heads and Elected Officials responsibilities for Title VI requirements include, but are not limited to the following:

1. Environmental Justice compliance on all TXDOT or other federally funded projects; and

2. Collecting and analyzing data to numerically assess the reach and impact of its program funds.

3. Comply with Limited English Proficiency Plan and Environmental Justice/Public Participation monitoring and reporting requirements

4. Coordinate with Title VI/Nondiscrimination Coordinator to ensure all required information is provided in a timely manner

Purchasing Department:

The County of Hidalgo's Purchasing Department shall make sure that the notifications in Attachment 02, Appendixes A and E are included in all solicitations for bids for work or

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material, and as an associated component of the contract, including the following language which should not be incorporated by reference but directly incorporated:

> The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The clauses in Attachment 02, Appendix B shall be inserted as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

The clauses in Attachment 02, Appendix C shall be included, where applicable, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the County of Hidalgo with other parties for the subsequent transfer of real property acquired or improved under the programs administered by the County of Hidalgo.

The clauses in Attachment 02, Appendix D shall be included, where applicable, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the County of Hidalgo with other parties for the construction or use of or access to space on, over, or under real property acquired, or improved under the programs administered by the County of Hidalgo.

Attachment 03, Form FHWA 1273, must be attached to all construction contracts funded under Title 23 (Federal Highway Administration) for $10,000 or more.

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TITLE VI PLAN ADMINISTRATION

The Title VI/Nondiscrimination Coordinator shall have lead responsibilities for coordinating the administration of the Title VI and related statutes program, plan and assurances for the sub-recipient.

Dissemination of the County's Title VI Policy:

The County of Hidalgo disseminates its Title VI Nondiscrimination Policy Statement, Title VI Nondiscrimination Plan, and complaint procedures internally and externally, to the general public, by including the policy statement on the County's website. The website also provides access to forms to file external discrimination complaints under Title VI.

Title VI information posters shall be sent to all County Department Heads and Elected Officials to post in a conspicuous location in their department or building.

Title VI Nondiscrimination information disseminated to County employees via the County website, www.co.hidalgo.tx.us, and through an annual notice. New County employees hired on or after September 1, 2016, are informed of the provisions of Title VI, provided a copy of the Title VI Nondiscrimination Policy Statement, and are required to sign an Acknowledgement of Receipt during New Employee Orientation. (Attachment 04)

All subcontractors and vendors who receive payments from the County of Hidalgo, where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 and 49 CFR Part 21. Written contracts shall include nondiscrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

The name of and contract for the Title VI/Nondiscrimination Coordinator is available on the County website, at www.co.hidalgo.tx.us. Additional information relating to nondiscrimination obligations and information on filing complaints can be obtained from the County's Title VI/Nondiscrimination Coordinator located in the County Executive Office.

Complaints:

If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English

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Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the County's Title VI/Nondiscrimination Coordinator. Every effort will be made to resolve complaints informally and at the lowest level first.

Data Collection & Analysis:

Statistical data on race, color, national origin, English language proficiency and sex of participants in and beneficiaries of federally funded programs, e.g. impacted citizens and affected communities, will be gathered and maintained by the County on a project-by-project basis.

Hidalgo County department heads/elected officials, including Head Start Program and Community Service Agency, will use surveys, questionnaires, and/or Census data and maps to perform the following:

1. Analyze the population benefitting from a project, including analyzing the benefits to traditionally underserved populations, if any;
2. Identify the population burdened by the projects, including traditionally underserved populations;
3. Perform a language needs assessment;
4. Determine how best to disseminate information to the affected populations;
5. Determine how best to prioritize investments; and
6. Analyze the impact of the investment.

The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews:

Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments and issues. The reviews will be conducted by the Coordinator to assure effectiveness in their compliance with Title VI provisions. The Title VI/Nondiscrimination Coordinator will coordinate efforts to ensure equal participation in all programs and activities at all levels. The County will conduct reviews annually by the end of the calendar year.

TXDOT Annual Reporting Form:

The Title VI/Nondiscrimination Coordinator will be responsible for coordination, compilation, and submission of the Annual Work Plan and Accomplishments Report to the Texas Department of Transportation, Office of Civil Rights via TXDOT's Title VI/Nondiscrimination Annual Work Plan & Accomplishments Report Development Guide,

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as presented in TXDOT's Title VI/Nondiscrimination Technical Assistance Guide for Sub-Recipients.

TXDOT Title VI Plan Updates:

If this plan is updated, a copy of the Title VI/Nondiscrimination Plan will be submitted to the Texas Department of Transportation within 90 days from date of approved update. The County will automatically update and renew its Title VI Assurances every three years or as necessary on the occasion of a change of Commissioners' Court members.

Remedial Action:

The County, through the Title VI/Nondiscrimination Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements.

When deficiencies are identified, procedures will be promptly implemented to correct the deficiencies and establish written corrective action(s). The period to determine corrective action(s) and respond in writing to ensure compliance may not exceed 90 days from the date the deficiencies are identified.

Record Keeping:

Any records related to the Title VI/Nondiscrimination Plan shall be maintained for a period of ten (10) years or pursuant to the requirements of the Texas Library Archives Records Retention Schedules, whichever is longer; however, should records be the subject of a grievance, administrative action, litigation or other formal complaint, said records must be maintained for the minimum retention period and thereafter until the final disposition or resolution of the complaint.

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LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Purpose:

The purpose of the Limited English Proficiency (LEP) Plan is to clarify the responsibilities of the County's departments receiving federal financial assistance and to assist them in fulfilling their responsibilities to LEP persons. This plan also serves to show the County's commitment to ensure its departments communicates effectively with Limited English Proficiency individuals and provide persons with limited English proficiency access to all County programs.

An LEP individual is a person who does not speak English as his or her primary language and who has a limited ability to speak, read, write, or understand English.

All County department heads or elected officials, including Hidalgo County Head Start Program and Community Service Agency, overseeing programs or activities receiving federal financial assistance must make a meaningful attempt to provide LEP persons with a means of effective communication.

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LEP Policy Statement:

It is the policy of the County of Hidalgo to provide timely meaningful access for LEP persons to all County programs and activities. Language assistance services shall be provided to persons with LEP whenever a person with LEP requests language assistance services, as set forth herein.

LEP Plan Summary:

The County of Hidalgo has developed the Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services, programs, and/or activities provided by the County of Hidalgo. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, how to notify LEP persons that assistance is available, and information for future plan updates.

In order to decide what reasonable steps County departments/offices should take to ensure meaningful access for LEP persons, the County of Hidalgo considers the following:

1. The number or proportion of LEP persons eligible to be served or likely encountered by the County program, activity, or service;

2. The frequency with which LEP individuals come in contact with the County program, activity, service;

3. The nature and importance of the program, activity, or service provided by the County;

4. The resources available to the County and overall costs to provide the LEP assistance.

A brief description of the above considerations is provided in the following section.

Four-Factor Analysis:

The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the County will undertake to guarantee access to their programs, activities, or services.

1. <u>Number or proportion of LEP persons eligible to be served or likely encountered by the County program, activity, or service.</u>

   The County of Hidalgo and its departments/offices will use various methods to identify LEP persons with whom they have contact. These may include:

   - Current or past experiences with LEP persons encountered by the department's staff:
     - The number and type of such encounters must be periodically analyzed by the department to determine the breadth and scope of the language services required.

   - Most recent U.S. Census Bureau data:
     - Departments shall analyze data from the most recent U.S. Census Bureau data, regarding languages spoken in the County of Hidalgo as well as those who self-identified that they spoke English less than "very well".

   The County of Hidalgo has examined the U.S. Census Bureau's American Community Survey (ACS) data, 2010-2014 ACS 5-year Estimates, for Hidalgo County, Texas, and was able to make the following approximations:

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Table 1: Limited English Proficiency Summary

Subject	Total	People who speak only English at home		Distribution of people who speak a language other than English at home			
				Spanish		Other	
		Est. Count	Approx. %	Est. Count	Approx. %	Est. Count	Approx. %
Total Population	728,707	109,638	15.0%	610,764	83.8%	8,305	1.1%
5-17 Years	196,751	37,414	34.1%	158,359	25.9%	978	11.8%
18-64 Years	452,527	49,785	45.4%	396,742	65.0%	6,000	72.2%
65 year and over	79,429	22,439	20.5%	55,663	9.1%	1,327	16.0%

Table 2: Distribution of People who Speak English "less than very well"

Language	People who speak a language other than English at home	People who speak English less than very well	
		Est. Count	Approx. %
Spanish	610,764	229,037	31.43%
Other Indo-European	2,420	813	0.11%
Asian and Pacific Island	5,427	1,883	0.26%
Other/Unspecified	458	60	0.01%

Table 2 reflects LEP groups who speak languages other than English at home and who speak English less than very well.

The information reflected on Table 1 and Table 2 are calculations derived from a combination of data from various segments of information collected by the U.S. Census Bureau American Community Survey.

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Approximately 231,793 persons (or 31.8%) of the County's overall population speak English less than "very well", of which 229,037 (or 31.4% of the overall population) are Spanish speaking persons and 2,756 (or 0.4% of the overall population) speak Indo-European, Asian/Pacific Island, or another unspecified language.

2. Frequency with which LEP individuals come in contact with the County of Hidalgo programs, activities, or services.

In addition to research conducted to identify LEP persons in Hidalgo County, all county departments/offices must also annually compile information regarding the frequency of contact with LEP persons. The more frequent the contact and/or

the number of requests for other languages other than English, the more likely that language services for a specific language will be needed.

Actions taken for a department/office that serves a LEP person one time or occasionally will be different from those that serve LEP persons every day.

All County departments/offices will assess the frequency at which staff has or could possibly have contact with LEP persons. This includes documenting phone inquiries and in person inquiries for LEP assistance or materials, requests for language interpreters or translated material, and may include surveying public meeting attendees.

3. Nature and importance of the program, activity, or service provided by the County.

The County of Hidalgo recognizes that within a range of programs and services it provides, the nature of some programs and services may be more important to the LEP persons than others.

To determine the nature and importance of County program, activity, or service provided to LEP persons, County departments/officers are to:

a. Identify the programs, services, and activities that could have a serious consequence if language barriers prevent LEP persons from accessing those programs, services, or activities.

b. Determine the potential impacts that inability to access County services, programs, or activities may have on the LEP person.

County departments/offices whose projects have a significant impact on LEP residents may be required by the County to develop a Language Access Plan for the program/project.

4. The resources available to the County of Hidalgo and overall costs.

County departments/offices shall assess their available resources that could be used for providing LEP assistance. This must include identifying the following:

- what staff and/or volunteer language interpreters are readily available, see Attachment 05;
- how much a professional interpreter and translation service would cost;
- which documents should be translated;

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- which organizations the department/office could partner with for interpreter and translation services or outreach efforts;
- which financial resources could be used to provide assistance; and
- what level of staff training is needed.

After analyzing the four factors, the County of Hidalgo developed the LEP Plan outlined in the following section for assisting LEP persons.

How to Identify an LEP person who need Language Assistance:

Below are tools that may be used by County departments/offices to help identify persons who may need language assistance:

- Have language identification cards or Census Bureau "I speak cards" at customer service counters in County departments/offices which invite LEP persons to identify their language needs to staff. While staff may not be able to provide translation assistance at the initial contact with an LEP person, the cards are an excellent tool to identify language needs for future contacts.
- Posting notices in commonly encountered languages notifying LEP persons of language assistance to encourage LEP to self-identify. Attachment 06

Language Assistance Measures:

When an interpreter is needed, in person or on the telephone, staff should first determine what language is required. Bilingual staff may be able to assist with communications with LEP persons.

Each department/office should complete the Employee Language Report (Attachment 05) and return it to the Title VI/Nondiscrimination Coordinator.

The Coordinator will compile a list of individuals who fluently write or speak a language other than English and distribute to the department heads and elected officials. If staff cannot assist, private interpreter services can provide translation services for a reasonable fee.

Use of informal interpreters, such as family or friends of the LEP person seeking services, or other customers, **is discouraged**, with minor children generally prohibited from acting as interpreters. The use of informal interpreters shall be allowed at the insistence of the LEP person or in emergencies, but shall be documented and subject to approval of a supervisor.

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No staff may suggest or require an LEP person provide an interpreter in order to receive services.

Staff Training:

County departments heads and elected officials are required to fully understand, direct staff to comply, and must implement the Title VI/Nondiscrimination Plan including the LEP Plan and to reinforce its importance.

The Hidalgo County Executive Office is also available to assist with information and training requests.

All staff will be provided with the LEP Plan and will be educated on procedures and services available. LEP Plan information will also be a part of the staff orientation process for new employees. Training topics may include the following:

- County LEP Policy and procedures
- Understanding of Title VI LEP responsibilities
- What language assistance services Hidalgo County offers
- Use of LEP Interpreter Services
- Documentation of language assistance requests; and
- How to handle a complaint

Translation Services:

The County of Hidalgo's Title VI/Nondiscrimination Coordinator, in coordination with county departments/offices, will create and maintain a list of bilingual staff (and the languages they speak) to assist with translations.

Written materials routinely provided in English should be provided in frequently encountered languages. Documents, meeting notices, flyers, or agendas for which the target audience is expected to include LEP individuals, must be printed in an alternative language based on the known LEP population.

Vital documents or information contained within a document, as determined at the discretion of the department, should be translated when a significant number or percentage of LEP population is likely to be affected by the program/activity and it contains information that is critical for obtaining services and/or benefits, if the fee is reasonable and the department has the available resources.

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Public service announcements should be provided in regularly encountered languages.

Providing Notice of Available Language Services to LEP Persons:

County departments/offices are encouraged to post signs that language assistance is available in public areas such as intake areas, customer service areas and other entry points to the department.

Statements may be placed in outreach documents indicating that language services are available from the County of Hidalgo.

Monitoring and updating the LEP Plan:

The LEP Plan will be re-evaluated on a regular basis. At a minimum, the plan will be reviewed and updated when data from the 2020 U.S. Census is available or when the County's Title VI/Nondiscrimination Coordinator begins acquiring statistically significant requests for interpretive or translation services in the County's service area.

Consideration will be given to changes in demographics, types of services, or other needs when determining the frequency of the LEP Plan reevaluations. Each reevaluation should examine all Plan components and assess the following:

- How many LEP persons were encountered and what languages?
- Were their needs met?
- What is the current LEP population in the County of Hidalgo?
- Has there been a change in the types of languages where translation services are needed?
- Is there still a need for continued language assistance for previously identified Hidalgo County programs? Are there other programs that should be included?
- Has the County's or a specific county department's available resources, technology, staff, and financial costs changed?
- Has the County fulfilled the goals of the LEP Plan?
- Are identified sources of assistance still available and viable?

County department heads and elected officials must maintain the data annually and should complete Attachments 05 – 08 and return to the Title VI/Nondiscrimination Coordinator by August 31 of each year.

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Dissemination of the LEP Plan:

For more information regarding the County's policies on LEP, a copy of the LEP Plan can be found on our website at http://www.co.hidalgo.tx.us. Copies of the LEP Plan will be provided to any person or agency requesting a copy. Any questions or comments regarding this plan should be directed to the Hidalgo County Title VI Coordinator at:

County of Hidalgo Executive Office
Title VI/Nondiscrimination Coordinator
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

Phone: (956)292-7655
Fax: (956)292-7034

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ENVIRONMENTAL JUSTICE PLAN

Purpose:

The purpose of this plan is to outline the County of Hidalgo's plan for addressing Federal and state non-discrimination requirements, as they relate to Environmental Justice, outlined under Title VI, Federal Executive Order 12898 and other related regulations and statutes.

To be effective, an environmental justice plan must incorporate comprehensive measures for including the public in legal and policy decisions related to environmental issues.

Environmental Justice Plan Summary:

Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, signed in February of 1994, requires a Federal agency to achieve Environmental Justice as a part of its mission by identifying disproportionately high and adverse human health or environmental Effects on its program, policies, and activities on minority and low income populations.

FHWA requires TXDOT to carryout Environmental Justice responsibilities as part of its non-discrimination program.

The County utilizes data from the U.S. Census Bureau, public outreach (scoping meetings, public meetings, and public hearings), information on poverty guidelines from the Department of Health and Human Services, and local agency coordination (including, but not limited to MPOs, local elected officials, county government, etc.) to establish demographic characteristics and trends.

The data is used to identify and engage traditionally underserved populations, including those covered under existing Environmental Justice (EJ) policies, as well as populations with Limited English Proficiency (LEP).

County departments/offices, including Hidalgo County Head Start and Community Service Agency, if applicable, will be asked to do the following when considering a project/program:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.

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- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.
- Each department/office will oversee this process and review the final resulting project documents to ensure compliance with federal regulations.

The department/office will take the following steps when engaging in any federally funded program or activity which may have any adverse human health or environmental effect:

STEP ONE: Determine if an underserved population group is present within the project area. If a conclusion is that no underserved population group is present within the project area, document low the conclusion was reached. If the conclusion is that there are underserved population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts defined in the County's Title VI/Non-Discrimination Plan Glossary, "Adverse Effects." If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project. Include public participation of the affected population per the Public Participation Plan. Consider the following questions:

- Question 1 – Are there alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?
- Question 2 – Considering the overall public interest, is there a substantial need for the project?
- Question 3 – Will the alternatives that would satisfy the need for the project and have less impact on protected populations: (a) have other social economic or environmental impacts that are more severe than those of the proposed action; (b) have increased costs of extraordinary magnitude?

STEP FOUR: Include all findings, determinations, or demonstrations. The County departments/officer will be required to document the following:

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- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.;
- The project's impact is unavoidable;
- The benefits of the project far out-weigh the overall impacts; or
- Mitigation measures are being taken to reduce the harm to low-income or minority populations.

County department heads and elected officials must maintain a Log (Attachment 11) and should complete and return the Log to the Title VI/Nondiscrimination Coordinator by August 31 of each year.

Record Retention:

County departments/offices must maintain records evidencing its environmental justice compliance, which include, but are not limited to, its findings and determinations.

The records shall be maintained for a period of ten (10) years or pursuant to the requirements of the Texas Library Archives Records Retention Schedules, whichever is longer.

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PUBLIC PARTICIPATION PLAN

Purpose:

This section details how the County notifies the public regarding the development of plans and improvement programs, solicits their comments, and addresses those comments in the final documents. Additionally, this section details how the County manages the Public Participation process.

The purpose and objective of the County's Public Participation Plan is to:

- Provide County departments/offices with a framework to develop meaningful public participation.
- Provide opportunity for interested parties to identify environmental concerns;
- Encourage public participation opportunities in a wide and varied audience, including traditionally underserved groups;
- Obtain meaningful public input and participation to inform the planning and decision- makers; and
- Inform and educate stakeholders and interested parties.

The public participation plan should be developed early in the process.

Public Participation Plan Summary:

The Public Participation Plan (PPP) demonstrates how the County, provides opportunities for public review and comment at key decision points during the countywide improvement planning process as dictated by Environmental Processes for federally funded projects. The process consists of open discussion of planning documents in local government forums, public meetings, informational exhibits, published advertisements and, if required, a Public Hearing.

Types of Public Participation Procedures:

To ensure a rich and diverse public participation process, impacted parties must be informed and educated on programs, projects planned, and projects underway.

Early in the planning process, projects are included in the Statewide Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP). Meetings to discuss the recommended projects included in the STIP/TIP are advertised allowing any interested citizen to provide input in the project planning and programming process. In some instances, these meetings can be considered adequate

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public participation for minor projects constructed in existing right of way and/or general maintenance projects. However, depending on the type and complexity of the project, public concerns, associated social, economic, and environmental factors, additional public participation may be required.

The following strategies are utilized by the County departments/offices to ensure that interested parties receive timely information in a variety of formats. Each department will determine the best form of communication for their programs.

Types of additional public participation efforts may include:

1. Commissioners Court Meetings – Citizens may be present during any of the Commissioners' Court meetings. The Commissioners' Court meets every other Tuesday at 9:30 am, unless otherwise designated.

   The agenda for the Commissioners' Court meeting can be found at http://agenda.hidalgocounty.us/agenda_publish.cfm. Furthermore, the meeting can be streamed online.

   The Commissioners Court meeting offers the public an opportunity to bring topics and issues to Commissioners' Court members' attention. Each regular Commissioners' Court meeting allows citizens 3 minutes each to speak on a topic. A limited amount of time of no longer than thirty (30) minutes will be set aside during each regular or special meeting of the Commissioners' Court for Open Forum to allow individuals or groups of individuals who are not listed on the agenda of Commissioners' Court to address the Commissioners' Court.

   A citizen can sign up to speak during Open Forum by completing a Public Participation Form and submitting the form to the Court Administrator prior to the commencement of the particular meeting of Commissioners Court.

2. Public Outreach – The methods of gathering and implementing public participation for a planning process may differ widely, depending on the type and scope of a project or program.

   Partnerships with Community-based organizations provide the opportunity to connect with specific audiences and are an integral part of identifying and reaching out to underserved groups. County departments/offices can reach out to specific organizations to provide these groups with project information and encourage them to become involved.

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Community-based organizations are groups that serve a broad range of community interests. Organizations include senior centers; civic groups; business organizations; community development corporations, churches and other faith-based organizations; service clubs; schools that provide English as a second language programs; service providers for youths, families, and persons with disabilities; and many others.

3. Websites – County departments/offices that have websites that provide for two-way communication can continuously update information about programs and projects.

4. Publications – County departments/offices should maintain a stakeholder list with contact information for organizations and individuals. Electronic newsletters quickly and easily disseminate information to contact lists.

5. Media Campaigns – A comprehensive regional media campaign can be used when outreach is needed to the broader community, if fees are reasonable and the department/office has the available resources.

   A media campaign might include press releases; public service announcements; press conferences with community leaders; feature articles; or interviews, depending on the nature of the project and the resources available. To ensure media exposure, the department/office could buy advertisements but should do so strategically to keep costs low.

6. Scheduled Community Meetings – The need for scheduled community meetings during the life of the project or program will vary. A construction project for example could have scheduled meetings during project development, design, at the start of construction, and at various times during construction. Each department/office will make the determination of what is needed.

   Selection of Meeting Places: When determining locations and schedules for public meetings, the department/office will:
   - Schedule meetings at times and locations that is convenient and accessible for minority, low-income, and Limited English Proficient (LEP) communities
   - Employ different meeting sizes and formats including town hall type meeting formats;
   - Coordinate with community organizations, educational institutions, and other organizations to implement public engagement strategies that reach

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out specifically to members of affected minority, low-income, and/or LEP communities;
- Provide opportunities for public participation through means other than written communication, such as one-on-one interviews.
- Meetings are conducted in locations that are always ADA accessible and convenient to public transit, when possible;
- Sign language interpreter requests can be accommodated if requested in advance. Each department will determine the amount of notice required.

7. Direct Notification – The use of door to door delivery of information should be used when required by federal, state or local law or depending on the nature of the program, project, or activity and the resources available.

8. Social Media – Social media and social networking websites including Facebook, Twitter, YouTube, and blogs. It is important to choose the social media and networking platforms that have the best chance of reaching the intended audience.

9. State And Regional Organizations – The County receives funding through various state and federal agencies with their own public participation plans. The Texas Department of Transportation (TxDOT) website states "public hearings and meetings allow you to participate in the transportation planning process and help you better understand the road, rail and aviation projects that affect your community." Further details about the Texas Department of Transportation (TxDOT) public participation process can be found at http://www.txdot.gov/inside-txdot/get-involved.html .

Use of Public Comment:

All public input should be derived from as diverse a range of sources as possible. At the department's discretion, as appropriate and whenever possible, public comments may be used to revise work scopes, plans, and programs. (Sample: Attachment 12).

Effectiveness Assessment:

County departments/offices should use the information obtained through its public outreach efforts to review the effectiveness and progress of its programs. In turn, the public participation plan should be updated periodically to ensure compliance with Title VI of the Civil Rights Act of 1964 and executive orders for Environmental Justice and individuals that are Limited English Proficient. The Title VI/Nondiscrimination Coordinator will be responsible for coordinating any plan updates.

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Record Retention:

The records shall be maintained for a period of ten (10) years or pursuant to the requirements of the Texas Library Archives Records Retention Schedules, whichever is longer.

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TITLE VI COMPLAINT PROCESSING PROCEDURES

Purpose:

The purpose of the discrimination complaint procedures is to describe the process used by the County of Hidalgo for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the County's program, activities, and services as required by statute.

The complaint procedures apply to the beneficiaries of County programs, activities and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub- recipients of Federal and state funds.

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

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Filing a Complaint:

Any person who, based on race, religion, color, national origin, sex, age, or disability believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the County of Hidalgo or its sub-recipients, consultants and contractors may bring forth a discrimination complaint under Title VI. Only complaints based on the complainant's protected status will be considered under Title VI.

The complainant may file a signed, written complaint up to 180 calendar days from the date of the alleged act of discrimination or the date the person(s) became aware of the alleged act(s) of discrimination. The County may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. In cases where the complainant is unable or incapable of providing a written statement, the complainant shall be interviewed and assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

The complainant must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. The complaint should include the following information:

- Complainant name, mailing address, and a method of contact (i.e., telephone number, email address, etc.);
- How, when, where and why the alleged discrimination occurred. Include the location, names and contact information of any witnesses; and
- Other information that the complainant deems significant.

Items that would not be considered a formal complaint (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

- An anonymous complaint that is too vague to obtain required information,
- Inquiries seeking advice or information,
- Courtesy copies of court pleadings,
- Courtesy copies of internal grievances.

The Title VI Complaint Form (Attachment 13) may be used to submit the complaint information. Complaint forms can also be obtained at the Hidalgo County Executive Office or online at http://www.co.hidalgo.tx.us.

To request additional information on County of Hidalgo's nondiscrimination obligations, to file a Title VI Complaint, or to request a complaint form, please submit a written request or complaint to:

County of Hidalgo Executive Office
Title VI/Nondiscrimination Coordinator
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

Phone: (956)292-7655
Fax: (956)292-7034

Complaint Process:

The Hidalgo County Title VI/Nondiscrimination Coordinator will acknowledge receipt of the complaint, and begin an investigation, within ten (10) business days of receipt of a complaint alleging discrimination based on race, color, national origin, sex, age or disability. (Attachment 14 – Complaint Process Flowchart). The Title

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VI/Nondiscrimination Coordinator must also provide appropriate assistance to complainants, including those persons with disabilities, or who may be limited in their ability to communicate in English.

The Title VI/Nondiscrimination Coordinator has overall responsibility for the discrimination compliant process and procedures. The Title VI/Nondiscrimination Coordinator may, at his/her discretion, assign a capable person to investigate the compliant. The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made to the Title VI/Nondiscrimination Coordinator. The Title VI/Nondiscrimination Coordinator will interview the complainant and if necessary assist the person in converting a verbal complaint to writing. All complaints must, however, be signed by the complainant or his/her representative. Complaints shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination.

Transportation related discrimination complaints filed under Title VI with the County of Hidalgo in which the County or its sub-recipients are named as the respondent shall be forward to Texas Department of Transportation, Office of Civil Rights for investigation within 10 calendar days of receipt of the complaint.

The Title VI/Nondiscrimination Coordinator shall make every effort to address all complaints in an expeditious and thorough manner. The Title VI/Nondiscrimination Coordinator will contact the complainant in writing no later than thirty (30) business days after receipt of complaint for additional information, if needed. The Complaint will be copied, filed and logged. If the complainant fails to provide the requested information in a timely basis, Title VI/Nondiscrimination Coordinator may administratively close the complaint.

The Title VI/Nondiscrimination Coordinator will complete the investigation within sixty (60) calendar days of receipt of a complaint. If additional time is needed for investigation, the complainant will be notified. A written investigation report will be prepared by the Title VI/Nondiscrimination Coordinator. This report shall include a summary description of the incident, findings for each issue, and recommended corrective action, if any. The written investigation report will be provided to the Criminal District Attorney's Civil Litigation Division for review prior to distribution.

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The investigation and recommended decision will be forwarded to the state agency (if sub -recipient) or federal agency (if recipient) for the program or activity involved. If the investigator is unsure which agency to send the investigation, it should be sent to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530
1-888-848-5306

Disposition of Complaint:

A final written response letter will be provided to the complainant and the department for the program involved within 10 calendar days of completing the investigation. In the letter notifying complainant that the complaint is not substantiated, the complainant is also advised of his or her right to appeal with the County within five (5) business days from receipt of the closing letter or that they may file a complaint externally with the U.S. Department of Transportation or other applicable federal agency. If there is no appeal or no findings, the complaint will be closed. If required, the investigation report will be forwarded to the appropriate state or federal agency.

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Complaint Logs:

The Title VI/Nondiscrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming the County of Hidalgo, which alleges discrimination with respect to Title VI concerns. (Attachment 15). The log shall include information on each complainant to include:

- The identity of the complainant,
- The recipient,
- The race, color, sex or national origin of the complainant,
- The nature of the complaint,
- The dates the complaint was filed,
- A summary of the allegation,
- The date the investigation was completed,
- The disposition,
- The date of the disposition, including whether the parties to a lawsuit have entered into a consent decree; and
- Any other pertinent information (such as age or disability)

County departments/elected offices Responsibilities: (under this Section)

All Title VI complaints must be forwarded to the Title VI/Nondiscrimination Coordinator to investigate, regardless of whether the County department/elected official is required to conduct a separate investigation. The Title VI/Nondiscrimination Coordinator's investigation does not replace any other statutory obligation to investigate. The County department head and elected official, including Hidalgo County Head Start and Community Service Agency must:

- Post the Title VI Complaint Procedure and Complaint Form (Attachment 16) in a conspicuous location in their building or department, whereby the public and employees have access to the information;
- Refer any Title VI Complaint to the Title VI/Nondiscrimination Coordinator within 48 hours of receipt;
- Maintain a log of Title VI Complaints received (Attachment 15) and forward the log of Title VI Complaints to the Title VI/Nondiscrimination Coordinator by the 1st of each month.

Record Keeping:

The Title VI/Nondiscrimination Coordinator will maintain permanent records, which include, but are not limited to:

- Signed acknowledgements of receipt from the employees indicating the receipt of the Hidalgo County Title VI Plan and LEP Plan;
- Copies of the Title VI complaints or lawsuits and related documentation;
- Compliance records, and records of correspondence to and from complainants; and
- Title VI investigations

The records s shall be maintained for a period of ten (10) years or pursuant to the requirements of the Texas Library Archives Records Retention Schedules, whichever is longer; however, should records be the subject of a grievance, administrative action, litigation or other formal complaint, said records must be maintained for the minimum retention period and thereafter until the final disposition or resolution of the complaint.

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ANNUAL WORK PLAN & ACCOMPLISHMENT REPORT PROCESS

1. The County of Hidalgo Title VI/Nondiscrimination Plan will be communicated to each County Department Head and elected official who will review the plan with departmental employees.

2. The County's Title VI Plan and Policy Statement will be published on the County's website. The Policy Statement will also be posted in conspicuous locations in County buildings.

3. Appendix A through E of the Assurances (Attachment 02) including the Form FHWA 1273 (Attachment 03) will be included in all County contracts as outlined in the Title VI/Nondiscrimination Plan.

4. Procedure for responding to individuals with Limited English Proficiency will be implemented.

5. All County employees will made aware of the LEP procedure and the Title VI complaint procedure.

6. All County departments/offices will be made aware of the procedure for compliance with environmental justice.

7. The following data will be collected and reviewed in the annual report produced by the Title VI/Nondiscrimination Coordinator and transmitted in the annual report submitted to TXDOT:

    a. Complaints – The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
    b. LEP Needs – Number of requests for language assistance or number of instances in which language assistance was required, and the outcome of these requests.
    c. Environmental Justice – Environmental Justice efforts engaged in for the year, and any mitigation measures, including public participation efforts.

8. The County's Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report will be submitted to TXDOT annually (Based on the date of approval of the Title VI plan). The Report will provide an updated status on an annual basis of the County's implementation and monitoring of the Title VI/Nondiscrimination Plan.

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GLOSSARY

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to:

- Bodily impairment, infirmity, illness or death,
- Air, noise and water pollution and soil contamination,
- Destruction or disruption of man-made or natural resources,
- Destruction or diminution of aesthetic values,
- Destruction or disruption of community cohesion or community's economic vitality,
- Destruction or disruption of the availability of public and private facilities and services,
- Adverse employment effects,
- Displacement of person's businesses, farms or non-profit organizations,
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community,
- Denial of, reduction in, or significant delay in the receipt of benefits of the County programs, policies and activities.

1. Significant Adverse Effects In Minority and Low-Income Populations – An adverse effect that:

    a. is predominantly borne by a minority population and/or a low- income population, or
    b. Will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Elderly – Any persons over the age of 65.

Federal financial assistance – includes grants and loans of federal funds, the grant or donation of Federal property and interests in property, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and any other federal arrangement, agreement, or contract which purpose is to provide federal assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. Federal financial assistance may be received directly or indirectly.

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Limited English Proficiency – Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the County.

Low Income – A person whose household income (or in the case of a community or group, whose median household income) is at or below the U.S. Department of Health and Human Services poverty guidelines.

The national poverty guidelines are issued annually by the Department of Health and Human Services and are available at: http://aspe.hhs.gov/poverty/15poverty.cfm.

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed program, policy or activity.

Minority – Persons considered minorities are identified by the Census as people of African, Hispanic, Asian, American Indian, or Alaskan Native origin. Executive Order 12898 and the DOT and FHWA Orders on Environmental Justice consider minority persons as persons belonging to any of the following groups:

a. Black - a person having origins in any of the black racial groups of Africa.
b. Hispanic - a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
c. Asian - a person having origins in the Far East, Southeast Asia, or the Indian subcontinent.
d. American Indian and Alaskan Native - a person having origins in North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy or activity.

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Person with Disabilities – Under the Americans with Disabilities Act of 1990, a qualified individual with a disability is a person that

a. has a physical or mental impairment that substantially limits one or more major life activities;
b. has a record of such impairment; or
c. is regarded as having such impairment.

Sub-Recipient – Any agency such as a council or government, regional planning agency, education institution, for example, that received Federal Highway Administration (FHWA) funds through the State Department of Transportation and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

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SUMMARY OF ATTACHMENTS

Attachment 01 – Title VI Nondiscrimination Statement (English/Spanish)

Attachment 02 – Title VI Assurances

Attachment 03 – Form FHWA 1273

Attachment 04 – Acknowledgement of Receipt of Title VI Plan

Attachment 05 – Employee Language Report

Attachment 06 – LEP Interpreter Services Poster

Attachment 07 – LEP Requests Log

Attachment 08 – LEP Annual Report

Attachment 09 - Environmental Justice Checklist

Attachment 10 – Environmental Justice Demographic Surveys (English/Spanish)

Attachment 11 – Environmental Justice Log

Attachment 12 – Public Meeting Comment Form (English/Spanish)

Attachment 13 – External Complaint Form (English/Spanish)

Attachment 14 – External Complaint Process Flowchart

Attachment 15 – External Complaint Log

Attachment 16 – External Complaint Poster (English/Spanish)

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County of Hidalgo

Title VI & Related Statues
Nondiscrimination Policy Statement

The County of Hidalgo, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statues, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity administered by the County of Hidalgo.

This Policy Statement was adopted by the County of Hidalgo Commissioner's Court on the 19th day of July, 2016.

Hidalgo County Commissioners' Court

Ramon Garcia, Hidalgo County Judge

Arturo Cuellar, Jr
Commissioner, Precinct 1

Eduardo Cantu
Commissioner, Precinct 2

Jose M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

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APPROVED BY
COMMISSIONERS' COURT
ON: 7/19/16

Condado de Hidalgo

Titulo VI ye Estatutos Relacionados
Declaracion de No Discriminacion

El Condado de Hidalgo, como recipiente de Asistencia Financiera Federal y segun el Acta de Derechos Civiles Titulo VI del 1964 Y estatutos relacionados, asegura que ninguna persona sera excluida a causa de raza, religion (donde el objetivo principal es asistencia financiera para proveer empleo segun 42 U.S.C. § 2000d-3), color, origen nacional, sexo, edad o incapacidad de participacion en, o negados los beneficios de, o de otra manera sea sujeto a discriminacion o represalias en cualquiera de los programas o actividades administrados por el Condado de Hidalgo, sin importar si los recursos financieros sean proveniente del gobierno federal.

Esta declaración de póliza fue adoptada por la Corte de Comisionados del Condado de Hidalgo en el 19 dia de Julio , 2016.

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Corte de Comisionados del Condado de Hidalgo

Ramon Garcia, Juez del Condado de Hidalgo

Arturo Cuellar, Jr
Comisionado, Precinto 1

Eduardo Cantu
Comisionado, Precinto 2

Jose M. Flores
Comisionado, Precinto 3

Joseph Palacios
Comisionado, Precinto 4

APPROVED BY
COMMISSIONERS' COURT
ON: 7/19/16 mc

The United States Department of Transportation (USDOT) Standard Title VI/Nondiscrimination Assurances

DOT Order No. 1050.2A

The **COUNTY OF HIDALGO** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted Department of Transportation programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Department of

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Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. The Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

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10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, **COUNTY OF HIDALGO** also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **COUNTY OF HIDALGO** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, subrecipients, subgrantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

This Title VI/Non-discrimination Assurance was adopted by the County of Hidalgo Commissioner's Court on the 19th day of July, 2016.

Ramon Garcia, Hidalgo County Judge

Arturo Cuellar, Jr
Commissioner, Precinct 1

Eduardo Cantu
Commissioner, Precinct 2

Jose M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

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Pending CO Approval

APPROVED BY
COMMISSIONERS' COURT
ON: 9/19/16

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

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APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

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FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

County of Hidalgo

Acknowledgment of Receipt of Hidalgo County Title VI / Nondiscrimination Policy and Limited English Proficiency Plan

I hereby acknowledge the receipt of the Hidalgo County Title VI/Nondiscrimination Plan, including the Policy Statement. I have read the policy statement and am committed to ensuring that no person is excluded from participation in, or denied the benefits of County programs, activities, or services on the basis of race, color, national origin, sex age or disability as protected by Title VI and nondiscriminatory legislation.

I further acknowledge that I have received a copy of the County's Limited English Proficiency Plan. I have read the Limited English Proficiency Plan and am committed to ensuring that no person is excluded from participation in, or denied the benefits of Hidalgo County federally assisted or funded programs, activities or services on the basis of Limited English Proficiency, upon reasonable efforts per the County's Limited English Proficiency Plan.

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_____
Printed Name of Employee

_____ _____
Employee Signature Date

County of Hidalgo

Employee Language Report

Voluntary Participation: Please indicate employees who possess language skills other than English and who are willing to assist a Limited English Proficiency (LEP) individual who requires language assistance.

Department: _____ Date: _____

LEP Department Contact: _____

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Employee Name	Employee Phone	Language	Speaking			Reading			Writing			Understanding		
			Basic	Advance	Native	Basic	Advance	Native	Basic	Advance	Native	Basic	Advance	Native
			Place an 'x' in the column to indicate level of language skill											

County of Hidalgo

LEP Interpreter Services Poster

Pending DRAFT CCAPproval

English:

Free Interpreter services are available. Please ask someone at the front desk.

Español:

Tenemos a su disposición servicios de intérpretes gratuitos. Si esta interesado, por favor solicítele ayuda a la recepcionista.

County of Hidalgo

Log of LEP Requests

Instructions: Data should be kept for the fiscal year ending August 31st. Return completed log to the Hidalgo County Executive Office, Title VI/Nondiscrimination Coordinator by September 1st of each year.

Department: _____ Reporting Period: _____ - _____
From To

LEP Department Contact: _____

Date of Request or Interaction	Language Requested	Program or Activity	Translation Service provided (in person, telephone, written, Google translate, contractor, family member, community volunteer)	Documents translated (Vital documents and documents warning of hazard/danger should be translated in English & Spanish)	Costs of Translation (if any)

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County of Hidalgo

LEP Annual Report

Instructions: This report is to be completed by County Departments/Offices and submitted to the Hidalgo County Executive Office via email at TBD

Dept | Contact Person | Telephone | Report Year

LEP Encounters

Total Number of Encounters

Language most frequently requested: ☐ Spanish ☐ Other (specify) _____
(Select only one - Place an 'x' in the box)

LEP service most frequently used: ☐ Oral Interpretation (in person) ☐ Written Translation ☐ Telephone Interpretation
(Select only one - Place an 'x' in the box)

Most frequent method LEP service is rendered: ☐ Employee ☐ Contractor ☐ Community Volunteer ☐ LEP Person's Family/Friend
(Select only one - Place an 'x' in the box)

☐ Other Method (specify): _____

LEP Expenditures

Total LEP expenses: $

Spanish: $ Other Language (specify): _____ $

Oral Interpretation (in person): $ Written Translation: $ Telephone Interpretation: $

Translation of Documents

Total number of documents translated upon request: Total number of vital documents translated:

Types of Documents Translated:

☐ Application ☐ Brochure ☐ Notice ☐ Other Document (specify): _____

LEP Complaints

Total number of complaints: Number of complaints resolved:

Compliant Information

Date Filed	Date Resolved	Description

Be sure to attach any written department-specific policies and procedures that support your responses.

Pending CC Approval DRAFT

LEP Areas	Yes	No	Explanation / Comment *Include any explanations/examples/comments that apply to each question.*
Assessing and Recording Language Needs			
1. Has the department taken steps to identify the non-English languages that are likely to be encountered in its service delivery area?			
2. Has the department identified the language needs of each LEP individual encountered and recorded this information?			
3. Does the department document the name and affiliation (e.g. staff interpreter, contract interpreter, etc.) of the person providing language services for each encounter with an LEP individual?			
4. Has the department identified the points of contact within their organization where language assistance is likely to be needed? (e.g. reception desks, intake counters, etc.)			
5. Has the department identified the resources that will be needed to provide effective language assistance and the location/availability of these resources?			
Oral Language Interpretation			
6. Does the department hire staff with language skills who are trained and competent in the skill of interpreting in the other language(s)?			
7. Does the department contract with interpreter service(s)?			
8. Does the department use volunteer community interpreters?			
9. Does the department use telephone interpreter service(s)?			
Translation of Written Materials			
10. Does the department provide written materials in languages other than English?			
11. Does the department translate application forms and other materials in languages other than English?			
Methods for Providing Notice to LEP Individuals			
12. Does the department use language identification cards to determine the language needs of LEP individuals?			
13. Does the department provide notice of language assistance services in the languages other than English?			
14. Does the department include a statement in brochures and other materials routinely disseminated to the public notifying LEP individuals that language assistance services are available?			

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LEP Areas	Yes	No	Explanation/Comment *Include any explanations/examples/comments that apply to each question.*
Training Staff			
15. Have all staff been trained on departments LEP for addressing the language needs of LEP individuals?			
16. Does the department maintain records of the staff that has received training on language access policies and procedures?			
Monitoring			
17. Does the department monitor LEP plan at least annually to evaluate its effectiveness at serving LEP individuals and modify it accordingly?			
Customer Service			
18. Does the department solicit and track customer feedback related to LEP individuals?			
19. Does the department have a complaint process in place to address concerns and complaints from LEP individuals about the department's LEP services?			
20. Does the department track the number of complaints and concerns received?			
21. Has the department addressed LEP complaints and concerns? Explain and identify if any corrective actions were taken and when.			
LEP Budget			
22. Does the department budget for LEP services in its annual budget projections? If Yes, detail how much and in what areas.			
Comments			

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County of Hidalgo

Environmental Justice Compliance Checklist

Instructions: Use this worksheet to maintain a log of projects that require an Environmental Justice assessment.

Select one, based on the questions below:

☐ **A - This project will not have an effect on human health or environmental**

☐ **B - This project will have an effect on human health or environmental**

1. Environmental Justice (E.O. 12898)
   a. **Step 1: Is the project located in or designed to serve a predominantly minority or low-income neighborhood?**

      ☐ Yes, continue to Step 2.

      ☐ No, compliance with this section is complete. Mark box "A" above.

   b. **Step 2: Would there be an adverse environmental impact caused by the proposed action?**

      ☐ Yes, perform an Environmental Justice (EJ) analysis using census, geographic, and other data to determine if a low-income/minority population is disproportionately impacted and continue to Step 3.

      ☐ No, compliance with this section is complete. Mark box "A" above.

   c. **Step 3: Will the adverse environmental impact of the proposed action disproportionately impact minority and low-income populations relative to the community at large?**

      ☐ Yes, continue to Step 4.

      ☐ No, compliance with this section is complete. Document the determination of no disproportionate impacts. Mark box "A" above.

   d. **Step 4: Has mitigation measures been considered and does the mitigation plan include input from public participation of the affected population?**

      Mitigation or avoidance of adverse impacts must be considered to the extent practicable; and, public participation processes must involve the affected population(s) in the decision-making process.

      ☐ Yes, compliance with this section is complete. Continue.

      ☐ No, project cannot move forward until Environmental Justice mitigation is considered and public participation of the affected population is involved, per the Public Participation Plan.

   e. **Step 5: Document findings and mitigation efforts. Provide log to Title VI Coordinator by August 31st of each year.**

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County of Hidalgo

Demographic Survey

COUNTY OF HIDALGO _____ DEMOGRAPHIC SURVEY
Project Name

Location: _____ Date: _____ Home Zip Code: _____

Voluntary Information:
Please provide the following information about yourself. Please check appropriate box.

Gender
☐ Female ☐ Male

Disability
☐ Yes ☐ No

Age
☐ 0-21 ☐ 22-40 ☐ 41-65 ☐ Over 65

Ethnicity/Race
☐ White (non-Hispanic) ☐ Native American/Other Pacific Islander
☐ Asian ☐ Black
☐ American Indian ☐ Hispanic
☐ Other: _____

First Language
☐ English ☐ Chinese dialect
☐ Spanish ☐ Russian
☐ Vietnamese ☐ Other: _____

Second Language
☐ English ☐ Chinese dialect
☐ Spanish ☐ Russian
☐ Vietnamese ☐ Other: _____

Household Income
☐ $0 - $12,000 ☐ $37,000 - $48,999
☐ $12,001 - $24,999 ☐ $49,000 - $59,999
☐ $25,000 - $36,999 ☐ $60,000 +

Household Size _____ **Adults** _____ **Children** _____

Who are you representing?
Voluntary Information

1. Minority population/organizations
☐ Asian ☐ Native American/Other Pacific Islander
☐ American Indian ☐ Hispanic
☐ Black ☐ Other: _____

2. Low-income population
☐ Yes ☐ No

3. Persons with disabilities
☐ Yes ☐ No

4. Elderly Population
☐ Yes ☐ No

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County of Hidalgo

Encuesta Demográfica

CONDADO DE HIDALGO _____ ENCUESTA DEMOGRÁFICA
Nombre de Proyecto

Local: _____ Fecha: _____ Código Postal de Su Hogar: _____

Informacion Voluntario:
Favor de proporcionar la siguiente información sobre usted. Favor de marcar la casilla correspondiente.

Género
☐ Femenino ☐ Masculino

Discapacidad
☐ Sí ☐ No

Edad
☐ 0-21 ☐ 22-40 ☐ 41-65 ☐ Mayor 65

Etnicidad/Raza
☐ Blanco (no hispano) ☐ Hawaiano Nativo/otro Nativo Polinesio
☐ Asiático ☐ Negro
☐ Indigena Americano ☐ Hispano
☐ Otro: _____

Primer Idioma
☐ Inglés ☐ Dialecto Chino
☐ Español ☐ Ruso
☐ Vietnamita ☐ Otro: _____

Segundo Lenguaje
☐ Inglés ☐ Dialecto Chino
☐ Español ☐ Ruso
☐ Vietnamita ☐ Otro: _____

Ingreso Familiar
☐ $0 - $12,000 ☐ $37,000 - $48,999
☐ $12,001 - $24,999 ☐ $49,000 - $59,999
☐ $25,000 - $36,999 ☐ $60,000 +

Tamaño de la familia _____ **Adultos** _____ **Niños** _____

¿A quién representa?
Informacion Voluntaria

1. Población Minoria/oganización
☐ Asiático ☐ Hawaiano Nativo/otro Nativo Polinesio
☐ Indigena Americano ☐ Hispano
☐ Negro ☐ Otro: _____

2. Población de Bajos Ingresos
☐ Sí ☐ No

3. Personals con discapacidad
☐ Sí ☐ No

4. Población de Edad Avanzada
☐ Sí ☐ No

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County of Hidalgo

Environmental Justice Compliance Log

Department:		Reporting Period:		to	

	Project	Adverse human health and environmental impact	Impacted Groups (underserved population)	Description of Public Participation Plan	Date(s) of Public Participation Efforts	Public Participation Plan Findings/Conclusions	Efforts to mitigate (if any) If none, why not?	Identify Source Documentation (e.g. mapping of low-income and minority populations in the vicinity of the project site. EJ analysis. Mitigation Plan, meeting notices, public forums)	Other
1.									
2.									
3.									
4.									
5.									
6.									
7.									

Pending CC Approval
DRAFT

For additional information see the following resources:

EPA's "EJ View" Tool provides information relevant to EJ assessments: https://ejscreen.epa.gov/mapper/

Census data and maps also available at: http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml

Tract-level data on race & income: https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx

EJ maps & analysis, by location: http://www.scorecard.org/community/ej-index.tcl

PREPARER:

Print Preparer Name	Position Title	Signature	Date

AUTHORIZED DEPARTMENT HEAD/ELECTED OFFICIAL:

Print Authorized Representative Name	Signature	Date

County of Hidalgo

Public Meeting Comment Form

COUNTY OF HIDALGO PUBLIC MEETING ON _____ PROJECT

Please use the space provided below to write comments, and attach additional pages if necessary. You may leave the form at the meeting, or mail it to the address provided below. Public comments will be accepted throughout the development of the project until _____. We appreciate your interest and value your input.

Did you attend a Public Meeting? ☐ Yes ☐ No If yes, meeting location? _____
Comments:

_____

_____

_____

Other information:

Will this project be a benefit to you? ☐ Yes ☐ No
If no, please explain: _____

_____

Will this project result in a burden on you? ☐ Yes ☐ No
If yes, please describe burden: _____

_____

If there are any measures which can mitigate the burden, please state: _____

_____

Please Print: Your Name: _____

Address: _____

Telephone: _____

Email: _____

Check each of the following boxes that apply to you:

☐ I am employed by Hidalgo County

☐ I do business with Hidalgo County

☐ I could benefit monetarily from the project or other item about which I am commenting.

Please mail your comments to:
(Department overseeing project)

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County of Hidalgo

Formulario Para Comentarios

CONDADO DE HIDALGO REUNIÓN PUBLICA PARA PROYECTO _____

Utilice el siguiente espacio para escribir comentarios y adjuntar páginas adicionales si es necesario. Puede dejar el formulario en la reunión, o por correo a la dirección indicada más abajo. Los comentarios del público serán aceptados en todo el desarrollo del proyecto hasta _____ . Agradecemos su interés y valoramos sus opiniones.

¿Asistió a una reunión pública? ☐ Sí ☐ No ¿Local de la reunión? _____
Comentarios:

_____

_____

_____

Otra información:

¿Este proyecto será un beneficio para usted? ☐ Sí ☐ No
Por favor explique: _____

_____

¿Este proyecto resultará en algún agobio para usted? ☐ Sí ☐ No
Por favor describa el agobio: _____

_____

Si hay medidas que pueden mitigar el agobio, indique: _____

_____

Favor de escribir en letra de molde: Su Nombre: _____

Dirección: _____

Teléfono: _____

Email: _____

Marca cada una de las siguientes casillas que le correspondan:

☐ Soy empleado de el Condado de Hidalgo

☐ Hago comercio con el Condado de Hidalgo

☐ Podría beneficiarse monetariamente a partir del proyecto u otro elemento sobre el que estoy comentando

Favor de mandar sus comentarios por correo a:
(Departamento que supervisa el proyecto)

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Pending CC Approval

County of Hidalgo

External Title VI Discrimination Complaint Form

This form may be used to file a complaint with the County of Hidalgo based on violations of Title VI of the Civil Rights Act of 1964. Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day, you have 60 days after you became aware to file a complaint. Return the signed form to:

Hidalgo County Executive Office ▪ ATTN: Title VI/Nondiscrimination Coordinator
2818 South Business Highway 281, Edinburg, Texas 78539
Phone:(956)292-7655 ▪ Fax:(956)292-7034

If you need assistance completing this form please call the Title VI/Nondiscrimination Coordinator, Mr. Valde Guerra at the phone number listed above.

Last Name		**First Name**		
Mailing Address		**City**	**State**	**Zip**
Telephone	**Alternate Telephone**	**E-mail Address**		

Please state the basis of your complaint

☐ Race _____ ☐ Age _____ ☐ National Origin _____

☐ Color _____ ☐ Gender _____ ☐ Disability _____

Date and place of alleged discriminatory action(s). Please include the earliest date of discrimination and the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional pages, if necessary.)

The law prohibits intimidation or retaliation against anyone because he/she either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory action(s):

DRAFT
Pending OC Approval

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint. (Attach additional pages, if necessary).

	Name	Address	Telephone
1.			
2.			
3.			
4.			

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ U.S. Department of Transportation (DOT) _____
- ☐ Federal Highway Administration (FHWA) _____
- ☐ Federal Transit Administration (FTA) _____
- ☐ Office of Federal Contract Compliance Programs (OFCCP) _____
- ☐ U.S. Equal Employment Opportunity Commission (EEOC) _____
- ☐ U.S. Department of Justice (DOJ) _____
- ☐ Other _____

Have you discussed the complaint with any Hidalgo County representative? If yes, provide the name, position, and date of discussion.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and/or photographs, if applicable, that you believe will assist with an investigation.

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We cannot accept an unsigned complaint. Please sign and date the complaint form below.

_____ _____
Complainant's Signature **Date**

FOR OFFICE USE ONLY

Date Compliant Received: _____ Case#: _____

Processed by: _____ Date Referred: _____

Referred to: ☐ USDOT ☐ FHWA ☐ FTA ☐ OFCCP ☐ EEOC ☐ Other _____

Condado de Hidalgo

Forma Externa de Queja Título VI Discriminación

Este formulario puede ser utilizado para presentar una queja con el Condado de Hidalgo basado en violaciónes del Título VI de la Ley de Derechos Civiles de 1964. Las quejas deben ser presentadas dentro de los 180 días de la supuesta discriminación . Si usted no podría razonablemente se espera conocer el acto era discriminatoria dentro de 180 días, tiene 60 días después de ser consciente de presentar una queja . Envíe el formulario firmado a:

Hidalgo County Executive Office ▪ ATTN: Title VI/Nondiscrimination Coordinator
2818 South Business Highway 281, Edinburg, Texas 78539
Phone:(956)292-7655 ▪ Fax:(956)292-7034

Si necesita ayuda para completar este formulario, por favor llame al Coordinador del Título VI / No Discriminación, el Sr. Valdé Guerra al número de teléfono indicado anteriormente .

Apellido		**Nombre**		
Dirección		**Ciudad**	**Estado**	**Código Postal**
Teléfono	**Teléfono Alternativo**	**Correo Eléctronico**		

Indica por favor la(s) base(s) de su queja:

☐ Raza _____ ☐ Edad _____ ☐ Nacionalidad _____

☐ Color _____ ☐ Género _____ ☐ Disability _____

Fecha y lugar de la(s) presunta(s) acción(es) discriminatoria(s). Favor de incluir la primera fecha de la presunta discriminación y la fecha más reciente de la presunta discriminación.

¿Cómo se discriminó contra usted? Describa la naturaleza de la acción, decisión o las circunstancias de la presunta discriminación. Explique, de la manera mas clara posible, que sucedió y porqué cree usted que su estatus protegido fue un factor en la discriminación. Incluya como otras personas fueron tratadas de distinta manera que usted. (Adjunte hojas adicionales de ser necesario).

La ley prohíbe intimidación o represalias contra cualquier persona ya sea por tomar acción o por participar en la toma de acción para asegurar los derechos protegidos por estas leyes. Si usted siente que se han tomado represalias en su contra, aparte de la presunta discriminación mencionada anteriormente, favor de explicar las circunstancias a continuación. Explique la acción que usted tomó que cree sea la causa de la presunta represalia.

Nombre de los individuos responsables de la(s) acción(es) discriminatoria(s):

DRAFT
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Nombre de personas (testigos, compañeros de trabajo, supervisores u otros) a quienes podamos contactar para obtener información adicional para respaldar o aclarar su queja: (Adjunte hojas adicionales de ser necesario).

	Nombre	**Direccion**	**Teléfono**
1.			
2.			
3.			
4.			

Alguna vez ha presentado, o tiene la intención de presentar, una queja con respecto a esta situación con cualquiera de las organizaciones que se mencionan a continuación? De ser así, favor de proporcionar las fechas en que se presentaron. Marque todas las que apliquen.

- ☐ Departamento de Transporte de los EE.UU. _____
- ☐ Administración Federal de Carreteras de los EE.UU. _____
- ☐ Administración de Transporte Federal de los EE.UU. _____
- ☐ Oficina de Programas de Cumplimiento de Contratos Federales de los EE.UU _____
- ☐ Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. _____
- ☐ Tribunal Federal o Estatal de los EE.UU. _____
- ☐ Otros _____

¿Ha hablado sobre la queja con algún representante de el Condado de Hidalgo? De ser así, favor de proporcionar el nombre y puesto de la persona y la fecha en la que tuvo la conversación.

Explique brevemente que remedio, o acción está usted buscando por la presunta discriminación.

Favor de proporcionar cualquier información adicional y/o fotografías, si son pertinentes, que usted crea ayudarán a la investigación.

No podemos aceptar una queja sin firma. Favor de incluir su firma y la fecha a continuación:

_____ _____
Firma del Demandante **Fecha**

UNICAMENTE PARA USO OFICIAL

Fecha de Recibo de Queja: _____ No. de Caso: _____

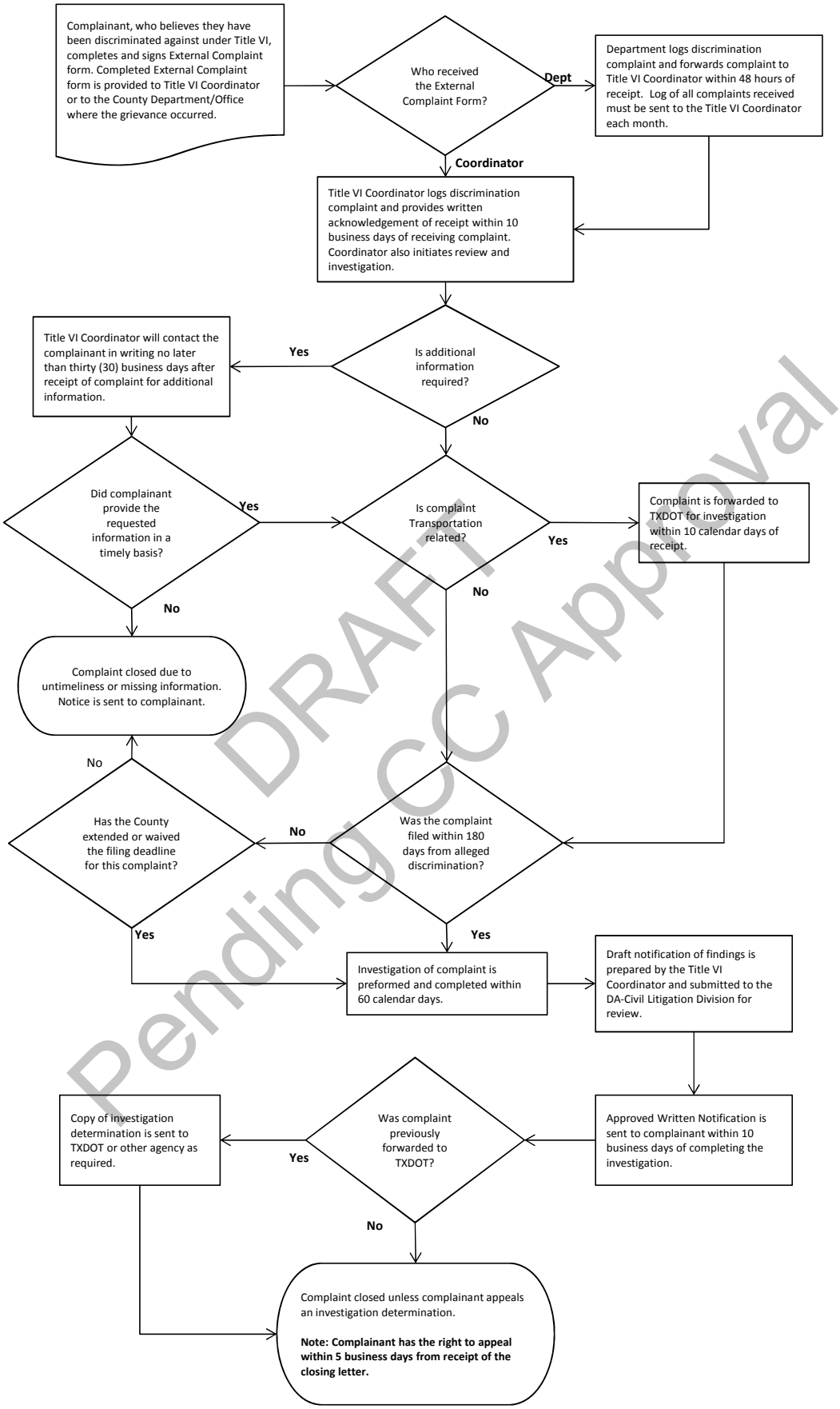
Procesado por: _____ Fecha Remitida: _____

Remitida a: ☐ USDOT ☐ FHWA ☐ FTA ☐ OFCCP ☐ EEOC ☐ Other _____

DRAFT
Pending CC Approval

County of Hidalgo

External Complaint Process Flowchart



DRAFT
Pending CC Approval

County of Hidalgo

Title VI / Nondiscrimination External Complaint Log

Instructions: Title VI/Nondiscrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming the County of Hidalgo, which alleges discrimination with respect to Title VI concerns.

	Date Complaint Filed	Name of Complainant	Race	Color	Gender	National Origin	Program or Activity	Summary of Allegation(s)	Investigation Dates		Disposition	Disposition Date	Other Pertinent Information (including age, disability, or any corrective action or consent decree)	Complaint sent to granting state / federal agency?	
									Start	Completion				Agency	Date
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															

Pending CC Approval
DRAFT

County of Hidalgo

External Compliant Process Poster

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C Section 2000d).

The County of Hidalgo is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin, as protected by Title VI. The County has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found.

If you feel you are being denied services provided by the County of Hidalgo, or otherwise being discriminated against because of your race, color, national origin, gender, age or disability, our contact information is:

County of Hidalgo Executive Office
Title VI/Nondiscrimination Coordinator
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

Phone: (956)292-7655
Fax: (956)292-7034

DRAFT
Pending CC Approval

County of Hidalgo

External Compliant Process Poster

Título VI de la Ley de Derechos Civiles de 1964 prohíbe la discriminación por motivos de raza, color u origen nacional en los programas y actividades que reciben asistencia financiera federal. Específicamente, el Título VI establece que ninguna persona en los Estados Unidos será, en motivos de raza, color u origen nacional, ser excluida de participar en, ser negado los beneficios de, o ser objeto de discriminación bajo cualquier programa o actividad que reciba Federal asistencia financiera (42 USC Sección 2000d).

Condado de Hidalgo se compromete a garantizar que ninguna persona sea excluida de participar en, o negado los beneficios de sus servicios sobre la base de raza, color u origen nacional, como protegidos por el Título VI. Condado de Hidalgo ha establecido un procedimiento de queja de discriminación y tomará acción pronta y razonable para investigar y eliminar la discriminación cuando se encuentran. Si usted siente que está siendo negados los servicios proporcionados por el condado de Hidalgo, o de otra manera ser discriminados por su raza, color, origen nacional, sexo, edad o discapacidad, nuestra información de contacto es:

County of Hidalgo Executive Office
Title VI/Nondiscrimination Coordinator
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

Phone: (956)292-7655
Fax: (956)292-7034

DRAFT
Pending CC Approval

AI-55672 **Budget and Management** **19. B.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of Interlocal Agreement between the County of Hidalgo and the Hidalgo County Drainage District No. 1, authorizing the sell, assignment, and transfer of engineering and appraisal services provided under contracts between Hidalgo County and TEDSI Infrastructure Group, Inc and Leonel Garza, Jr. & Associates, LLC for the J-09 drainage project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact, proceeds will be received from the sell of services previously paid by the county through CO2009B&C.

Attachments

ICA

Legal Review

A

B

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/03/2016 10:30 AM
Budget & Management	Veronica Ortiz	08/03/2016 10:49 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Merlen P. Munoz		Started On: 08/03/2016 08:03 AM
Final Approval Date: 08/05/2016		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS Agreement is made on this the ____ day of _____, 2016 by and between the HIDALGO COUNTY hereinafter referred to as "County" and the HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, under the terms of an engineering contract dated February 16, 2010, a copy of which is attached hereto as Exhibit A (the "Engineering Contract") County engaged the services of TEDSI Infrastructure Group, Inc (the "Engineer") for the purpose of designing and right of way mapping of HCMDS Phase II-J-09 Lateral Drain Ditch from North Main Drain to County Road 3601commonly referred to as the J-09 Drain Project;

WHEREAS, under the terms of a professional services contract dated February 1, 2011, a copy of which is attached hereto as Exhibit B (the "Appraisal Contract") County engaged the services of Leonel Garza, Jr. & Associates, LLC (the "Appraiser") for the purpose of obtaining fair market value appraisals in connection with the properties related to the J-09 Drain Project;

WHEREAS, the County has paid, the sum of One Million Two-Hundred Forty-three Thousand Seventy-Nine and 22/100 Dollars ($1,243,079.22) for services orders both the Engineering Contract and the Appraisal Contract;

WHEREAS, County and District are both desirous of District acquiring the right of way mapping, appraisal reports and all other documents provided by the Engineering Contract and the Appraisal Contract (collectively the "Contracts"); and

NOW THEREFORE, County and District in consideration the mutual terms and in consideration herein contained agrees to as follows:

1. County agrees to transfer all documents acquired under the Contracts to the District for the sum of One Million Two-Hundred Forty-Three Thousand Seventy-Nine and 22/100ths Dollars ($1,243,079.22) payable in five (5) annual payments the first such payment to be paid on or before August 19, 2016 in the amount of Two-Hundred Fifty Thousand Dollars ($250,000.00) and four installments annually thereafter, the first three payments following the first payment being in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) and the final payment shall be made on August 19,

2020 in the amount of Three Hundred Eighty Four Thousand Three Hundred Thirty Two and 90/100ths Dollars ($384,332.90).

2. The documents to the delivered to District from the Engineering Contract are particularly described in Exhibit A attached hereto.

3. The documents to be delivered to District from the Appraisal Contract are particularly described in Exhibit B attached hereto.

4. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

5. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

6. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledged that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

7. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDLAGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

8. **Notice.** Except as may be otherwise specifically provided in the Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Hidalgo County Drainage District No. 1
Attention: Raul E. Sesin, P.E., General Manager
902 N. Doolittle Road
Edinburg, Texas 78542

If to County: Hidalgo County
Attention: Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

11. **Assignment.** This Agreement shall not be assignable.

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

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

14. **Authority to Execute.** The execution and performance of this Agreement by the District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

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

16. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code. Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____
Ramon Garcia, Chairman Board of District

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding County and District are both desirous of District acquiring the right of way mapping, appraisal reports and all other documents provided by the Engineering Contract and the Appraisal Contract (collectively the "Contracts") through an Interlocal Cooperation Agreement to be entered into with the Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on_____ 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **merlen.munoz@co.hidalgo.tx.us**

Fwd: ICA & Installment Agreement for J-09

From : Merlen Muñoz <merlen.munoz@co.hidalgo.tx.us> Tue, Aug 02, 2016 08:18 AM
Subject : Fwd: ICA & Installment Agreement for J-09 2 attachments
To : Merlen Munoz <merlen.munoz@co.hidalgo.tx.us>

From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
To: "Merlen Muñoz" <merlen.munoz@co.hidalgo.tx.us>
Sent: Monday, August 1, 2016 3:06:00 PM
Subject: Fwd: ICA & Installment Agreement for J-09

Sergio Cruz
Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Sent: Monday, August 1, 2016 2:46:06 PM
Subject: FW: ICA & Installment Agreement for J-09

Good Afternoon Mr. Cruz:

As pre Mr. Crain, see attached the agreement in connection to the Installment for the J-09 project.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221

APPROVED

AI-19872 **21.A.7.**

Professional Engineering Agreement Approval-TEDSI Infrastructure Group, Inc.-J-09 PROJECT

CC REGULAR

Date: 02/16/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of final contract document with TEDSI Infrastructure Group, Inc. (authorized for negotiations by CC on 02/02/10) for the provision of Professional Engineering Services for "Design And Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles) located inr Hidalgo County Precinct Number 4."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-079-0-733

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

BUDGETARY IMPACT:

REF: AI-19915 (Intra. transfer from 890-other to 733-Drainage Ditches) for funding availability. $849,400.00 needed in object 733 in relation to WA No. 1. Funding available in calendar year 2009 pending rollover to 2010.

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-079-0-711

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

BUDGETARY IMPACT:

Available funding as of 02/11/10. $237,500.00 needed in object 711 in relation to WA No. 1. rc

Attachments

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2010 05:09 PM	APRV
2	Budget & Management	Erika Zamora	02/11/2010 08:21 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/11/2010 02:21 PM	APRV
4	Auditor's Office	Linda Fong	02/11/2010 06:42 PM	APRV
5	Joy Hsu	Monica Badillo	02/12/2010 09:51 AM	APRV
6	Linda Fong	Linda Fong	02/12/2010 10:47 AM	APRV
7	Martha Salazar		02/12/2010 03:34 PM	NEW

Form Started By: Vangie Garcia Started On: 02/10/2010 11:59 AM

Final Approval Date: 02/12/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-10-062-02-16

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services** for the **Design and Right Of Way Mapping of HCMDS Phase II – J-09 Lateral Drain Ditch from North Main Drain to County Road 3601 (Approx. 8 Miles)** for Hidalgo County Precinct Number Four.

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 general engineering, rights of way & field topographic services 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 of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of Work Authorizations 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. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"**-***Services to be 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 at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

3.2 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**.

3.3 Termination of Agreement. This Agreement may be terminated 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 Work Authorization 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 in 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 Work Authorization 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 ***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 be 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 (hereinafter 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 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) 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 improvements provided in each Work Authorization.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorization**s 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 OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization 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 Work Authorization for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, 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 Work Authorization, 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 Work Authorization, as required through the course of the development of the Work Authorization. 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 Authorization** 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 Work Authorization'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** 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 identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** – ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In

the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs 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** finds 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 to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without 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 Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. 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 Work Authorization will be in 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 Work Authorization 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 the Work Authorization 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 any Work Authorization 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** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums 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 Work Authorization, 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 State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, 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, judgment and abilities to design the improvements in each Work Authorization 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 Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, 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 from the inception of the Agreement until the Work Authorization 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.

(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 Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements 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 improvements are within a class of foreseeable persons who will be relying on the improvements 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 Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization'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 Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit 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 Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization 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 improvements, 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 from association with the Work Authorization 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 Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, 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 improvement. Therefore, the **Engineer** shall provide the

Owner with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom 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 Work Authorization by the **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. Noncollusion. 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 a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	***Hidalgo County***	**ENGINEER:**	**TEDSI Infrastructure Group, Inc.**
	100 East Cano, 2nd Floor		**1201 E. Expressway 83**
	Edinburg, Texas 78539		**Mission TX 78572**

The address may be changed by either party by written notice, and notice so 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. There 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 rights 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.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 16th day of February, **2010**.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

HCMDS Phase II – J - 09
From North Main Drain to County Road 3601

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CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Funding Liaison and Funding Application Preparation	***Special***
(6) Capital Improvement Program (CIP)	***Basic***
(7) Management / Coordination of Engineering Activities	***Basic***
(8) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) ***"Design Policy & Procedures Manual"***	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***
(4) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) ***"Construction Management Policy & Procedures Manual"***	***Basic***
(2) Construction Bidding	***Basic***
(3) Owner's Representative	***Basic***
(4) Defects and Deficiencies	***Basic***
(5) Monthly Construction Progress Reports	***Basic***
(6) Recommendations for Payment to the Construction Contractor	***Basic***
(7) Project Site Management	***Special***
(8) Implementation of Qc/QA Program	***Basic***
(9) Change Orders	***Special***
(10) Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2) Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Alternate Solutions /Recommendations for Final Design	***Basic.***
(8) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Right-of-Way Data and ROW Map	***Special***
(2) Design Field Surveying	***Special***
(3) Geotechnical Investigations and Reports	***Special***
(4) Permitting	***Basic***
(5) Channel / Drainage Design	***Basic***
(6) Roadway Design	***Basic***
(7) Bridge Design	***Basic***
(8) Plans, Specifications & Estimates	***Basic***

(C) Construction:

(1) Construction Bidding Documents	***Basic***
(2) Project Site Representation:	***Special***
a. Engineering Support Data for Defects & Deficiencies	***Special***
b. Daily and Weekly Construction Reports	***Special***
c. Measurement / Calculations for Contractor Payment	***Special***
d. Project Engineer / Resident Engineer Services	***Special***
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	***Special***
b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. Performance Testing	***Special***
b. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(A) **Preliminary Project Planning and Development.** In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) **Funding Sources**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources. If approved by the **Owner** as ***Special Services***, the **Engineer**'s responsibilities regarding funding sources will include the following:

(a) **Liaison (Engineer)** will act as Corporate Sponsor for obtaining funding from potential funding sources for the **Project**. The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies for possible funding assistance.

(b) The **Engineer** will identify and develop a list of possible funding sources for the **Project**.

(c) The **Engineer** will prepare all required applications to funding sources.

(6) **Capital Improvement Program (CIP)**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and

the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

(7) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report".*** Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report",*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report:** ***"Preliminary Engineering Report".*** The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering***

Report" may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) **Final Design.** After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual".*** The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the **Engineer** to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
(j) Specifications

(2) **Design Concept Conference (DCC).** The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

(3) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Construction Management Policy & Procedures Manual"***. The **Owner** shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the **Project.** The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized

construction contract, the **Engineer** shall use the **Engineer**'s best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor"**. The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(5) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(7) **Project Site Management**. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This

will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project.***

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** ***(if required by Federal/State agencies)***

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(i) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii) scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(i) Public Meetings – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing – After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) **Field Surveying and Photogrammetry** ***(if not provided by Owner)***

(a) ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer,** the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the **Project**, a base map background will be provided to the **Engineer** through the **Owner**.

(c) The **Owner** shall provide primary **Project** control for field surveying by establishing horizontal and vertical control points, and the **Engineer** shall establish secondary **Project** control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:

(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report"***. The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Raymondville Drain Outfall Study"***, or in the **Turner, Collie and Braden, Inc. Engineer Report – "Flood Protection Plan"**, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No. 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(8) **Final Report**

The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Design Field Surveying (Special Services)**

The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(3) **Geotechnical Investigations (Special Services)**

The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final

design.

(4) **Permitting**

The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(5) **Channel/Drainage Design**

The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(6) **Roadway Design**

The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(7) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall
in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(8) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(d) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used

from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(f) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and 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 will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I – Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident***

Engineer and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) **Final Acceptance**

(a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the ***engineering*** support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident Engineer***, as directed by the **Owner**.

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

Exhibt D

Engineer's Contract Rate Schedule

LABOR

JOB DESCRIPTION	CONTRACT RATE
Engineering	
Sr. Project Manager	$243.43
Project Manager	$174.65
Sr. Engineer	$167.20
Project Engineer	$148.76
Engineer	$128.75
Sr. Engineer Designer	$120.75
Engineering Designer	$112.06
CADD Operator	$91.04
Secretary	$74.38

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO.___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "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 **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar L. Garza, Jr., (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. __
SUPPLEMENTAL AGREEMENT NO. ___

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 **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "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 **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar L. Garza, Jr., (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number

Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***	2.1	2.2	2.3	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.				
5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code ( )			Original Signature of Authorized Agent Date		

Hidalgo County

CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/20/2010

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027

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 TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co.	20427
INSURER B: National Fire Ins. Co.	20478
INSURER C: Continental Casualty	20443
INSURER D: Transportation Ins. Co.	20494
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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	1075066054	09/11/2010	09/11/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	2097261054	09/11/2010	09/11/2011	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	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	2090503299	09/11/2010	09/11/2011	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2010	09/11/2011	[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		OTHER Professional Liability	AEH113771047	09/11/2010	09/10/2011	Each claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabiities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies.

CERTIFICATE HOLDER

Hidalgo County
New Administration Building
2802 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Byron Johnson/NICOLE

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 1

Contract No. C – 10 – 062 – 02 - 16

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 **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Supplemental Agreement to Work Authorization No. 1 is to provide additional Parcels Plats and Field Descriptions services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Supplemental Agreement No. 1 to Work Authorization No. 1 is $ 61,000.00. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement to Work Authorization No. 1 shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Supplemental Agreement to Work Authorization No. 1 shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement to Work Authorization No. 1 shall be performed within the time period identified in the Work Authorization No. 1 ***Work Schedule.***

PART 5. Responsibilities and Obligations. This Supplemental Agreement to Work Authorization No. 1 does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Supplemental Agreement to Work Authorization No. 1 is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Joseph Palacios (County Commissioner)

COUNTY JUDGE:
HIDALGO COUNTY

BY: _____
Ramon Garcia

Approved by Commissioners' Court on 5/31/11 RD

APPROVED AS TO FORM:
ATLAS & HALL

BY: _____
Steve Crain

LIST OF ATTACHMENTS:

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "D"	-	Estimated Cost Proposal

ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

- Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
- Authorization to the Engineer to begin work.
- Payment for work performed by the Engineer.
- Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
- Acquire additional Right of Way identified by the Engineer
- Provide any available relevant data that may be on file concerning the Project.
- Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

ATTACHMENT "B"
Services to be Provided by the Engineer

CLASSIFICATION OF SERVICES *(Special)*

EXPANDED DESCRIPTION OF SERVICES:

(1) **Right-of-Way Data (Special Services)**
The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

Additional Parcel Plats and Field Descriptions for 15 additional Parcels (Parcel No.'s 46 through 60) to be purchased and reduction of 4 Parcels (Parcel No.'s 36 through 39) to be Donated.

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 11" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 11" or 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

ATTACHMENT D

Supplemental Agreement No. 1

To

Work Authorization No. 1

Contract No. C-10-062-02-16

J – 09-00 (8 Miles)

ADDITIONAL SERVICES:

ROW Parcels Purchased	
15 Parcels @ $5,000/ea.	$75,000.00
ROW Parcels Donated	
Credit 4 Parcels @ $3,500/ ea	<$14,000.00>
TOTAL ADDITIONAL SERVICES	**$61,000.00**

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, May 13, 2011 1:37 PM
To: 'Evangelina Garcia'
Subject: FW: Revised Documents(Supplemental Agreement No. 1

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, May 13, 2011 1:29 PM
To: 'Martha Salazar'
Subject: RE: Revised Documents(Supplemental Agreement No. 1

This agreement now works.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, May 13, 2011 12:46 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Revised Documents(Supplemental Agreement No. 1

Mr. Crain:
Did you respond to this situation? If you did, I cannot locate your response.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, May 13, 2011 11:37 AM
To: 'Martha Salazar'
Subject: FW: Revised Documents(Supplemental Agreement No. 1

Marty,
Did legal ever get back to you on the following? I don't think he did but I'm just making sure.

Thank you

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, May 04, 2011 1:41 PM
To: 'Martha L. Salazar'
Subject: FW: Revised Documents(Supplemental Agreement No. 1

Marty,
I don't think legal ever got back to you on the following. Can you please email again to legal for proper guidance.

Thank you

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, April 19, 2011 10:27 AM
To: 'Martha Salazar'
Cc: 'Mark Lupher'
Subject: Revised Documents(Supplemental Agreement No. 1

Marty,
Please forward to legal for his review the above attachments which is the revised "Supplemental Agreement No. 1" including information on the parcels. This is the one that legal had stressed some concerns on the prior one that was forwarded for execution (Budget Office) directly to the Judge. Mr. Lupher has since emailed the revised one accordingly to legal's concerns and thus requires for review and approval in order to proceed forward with a new agenda item.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

approved b. Approval of 2011 appropriation of funds into Pct. 1 Road Maintenance, program #005, in the amount of $31,238.55 to fund expenditures for road construction of Moore Rd.

2. AI-26850 Pct. #2 Rd Maint. (1200):
approved Approval of 2011 appropriation of funds into Road Maintenance (program 006) in the amount of $115,000.00

3. AI-26859 Pct. #2 Rd Maint. (1200):
approved Approval of 2011 appropriation of funds into S. McColl Road (Dicker-Orangewood & .5M S. Mlty Rd) Project (program 028) in the amount of $22,000.00

4. AI-26793 District Clerk Records Management & Preservation (1235):
approved Approval of 2011 appropriation of funds for the District Clerk Records Management & Preservation (1235) in the amount of $40,127.83 to fund records storage and retrieval services and storage boxes.

22. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

nothing to report 1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
nothing to report a-c a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
nothing to report a-c b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-26799 a. Acceptance of the scoring/evaluation grid (from the designated grading committee) for the purpose of CC
approved to declare as "Qualified" the sole response received from Godinez Communications so as to proceed with the next phase of the procurement process-authority to negotiate; and

approved b. Authority for Purchasing Department to negotiate a contract with Godinez Communications for the provision of services as requested in RFP No: 2011-117-05-04-YZV-"Professional Consulting Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies"

5. AI-26787 Acceptance and approval of the ***revised Supplemental Agreement No. 1 to Work Authorization No.1*** for "Fifteen (15) Parcels @ $5,000.00 per parcel for the amount of $75,000.00 with Four (4) Donated Parcels of a credit of $3,500.00 per parcel for a credit in the amount of $14,000.00 with grand total of $61,000.00 with
approved → TEDSI Infrastructure in connection to Contract #C-10-062-02-16 for the "Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles) for Hidalgo County Precinct No. 4" inasmuchas legal recommended some modifications to prior document.

6. AI-26686 Recommending award of bid and approval of contract document to sole bidder, CTC Distributing, LTD
approved meeting all specifications and/or requirements as attached hereto for Hidalgo County-"Off Premises Storarge, Records Management, Pick-up Retrieval & Delivery Services' RFB No. 2011-012-04-13-YZV

B. **Pct. 1**

1. AI-26783 a. Approval of "Amendment" to the existing AIA B101-2007 (Standard Form Of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) and AIA 201-2007 (General Conditions Of The Contract For Construction) of additional revised scope of services including revision of budget; and
approved

May 31, 2011

APPROVED

AI-26787 41.A.0.

SA #1 to WA #11-Contract #C-10-062-02-16-J-09 Project-TEDSI Infrastructure

CC REGULAR

Date: 05/31/2011

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of the ***revised Supplemental Agreement No. 1 to Work Authorization No.1*** for "Fifteen (15) Parcels @ $5,000.00 per parcel for the amount of $75,000.00 with Four (4) Donated Parcels of a credit of $3,500.00 per parcel for a credit in the amount of $14,000.00 with grand total of $61,000.00 with TEDSI Infrastructure in connection to Contract #C-10-062-02-16 for the "Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles) for Hidalgo County Precinct No. 4" inasmuchas legal recommended some modifications to prior document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1341-431-50-115-079-0-711

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

BUDGETARY IMPACT:

Attachments

Link: Revised Supplemental Agreement

Link: Legal's Approval

Link: Previous Agenda

Link: Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	05/20/2011 05:02 PM	CREATED
1	Purchasing Department	Marty Salazar	05/24/2011 01:35 PM	APRV
2	Budget & Management	Angela Garcia	05/25/2011 08:16 AM	APRV
3	Manuel Chapa			PEND
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 05/20/2011 05:02 PM

APPROVED

AI-20015 **27.A.4.**

Clarification-Contract J-09-Phase II Project w/TEDSI-C-010-062-02-16 (W/A #1)

CC REGULAR

Date: 02/23/2010

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Clarification to (AI-19872-approved-CC 2/16/10) final contract document #C-10-062-02-16 with TEDSI Infrastructure Group, Inc.-professional engineering services for entire project: "Design an Right Way Mapping of HCMDS Phase II-J-09" which included Work Authorization #1-Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles)" located within Hidalgo County Precinct No. 4 .

BACKGROUND

Work Authorization No. 1-TEDSI-C-10-062-02-16

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-079-0-733

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

BUDGETARY IMPACT:

$849,400.00 AVAILABLE FUNDING IN REQ. #171032.

Attachments

Link: back up

Link: Back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2010 03:21 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 03:40 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/19/2010 04:35 PM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Letty Saenz Started On: 02/18/2010 03:30 PM

Final Approval Date: 02/19/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-10-062-02-16
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, TEDSI Infrastructure Group, Inc., professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is to provide Professional Design Engineering, Right Of Way Mapping and Topographic services for construction of HCMDS Phase II - Lateral J-09 from North Main Drain to County Road 3601 as indicated below::

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$ 1,086,900.00**. 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 **Articles 5 & 6** of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding sources:
Account No. **0-1341-431-50-115-079-0-733 & 0-1341-431-50-115-079-0-733/711**
Requisition Number 00171032
(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 scope 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 _Oscar L. Garza, Jr. as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY COMMISSIONER PCT. 4

BY: O. L. Garza, Jr.
Oscar L. Garza, Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on February 23, 2010 as indicated below and effective as of 23rd day of February 2010.

THE ENGINEER:
TEDSI Infrastructure Group, Inc.

By: Jesse Salinas -Principal

THE OWNER:
HIDALGO COUNTY

By: Rene A. Ramirez, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

ATTACHMENT "B"
Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)*
EXPANDED DESCRIPTION OF SERVICES:

I. ENGINEERING MANAGEMENT (EM)

(B) Preliminary Engineering
(1) Preliminary Concept Conference
(2) Management/Coordination of Engineering Activities
(3) Implementation of QC/QA Program
(4) Preparation of ***"Preliminary Engineering Report"***
(5) Coordination with all Reviewing Agencies

(C) Final Design
(1)***"Design Policy & Procedures Manual"***
(2) Design Concept Conference
(3) Management/Coordination of Engineering Activities
(4) Implementation of QC/QA Program

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering
(1) Preliminary Field Surveying
(2) Data Collection
(3) Geographical Information System
(4) Hydrologic Analysis
(5) Hydraulic Analysis
(6) Flood Plain Mapping
(7) Alternate Solutions & Recommendations
(8) Final Report – ***"Preliminary Engineering Report"***

(B) Final Design
(1) Right-of-Way Data
(2) Design Field Surveying
(3) Geotechnical Investigations
(4) Permitting
(5) Channel / Drainage Design
(6) Roadway Design
(7) Bridge Design
(8) Plans, Specifications, and Estimates (PS&E)

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***

(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***
(C) Final Design	
(1) ***"Design Policy & Procedures Manual"***	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***
(4) Implementation of QC/QA Program	***Basic***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Alternate Solutions /Recommendations for Final Design	***Basic.***
(8) Final Report – ***"Preliminary Engineering Report"***	***Basic***
(B) Final Design:	
(1) Right-of-Way Data and ROW Map	***Special***
(2) Design Field Surveying	***Special***
(3) Permitting	***Basic***
(4) Channel / Drainage Design	***Basic***
(5) Roadway Design	***Basic***
(6) Bridge Design	***Basic***
(7) Plans, Specifications & Estimates	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report".*** Specific ***management***

tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report",*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report:** ***"Preliminary Engineering Report".*** The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual".*** The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the **Engineer** to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development.

Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
(j) Specifications

(2) **Design Concept Conference (DCC)**. The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

(3) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Raymondville Drain Outfall Study",*** or in the **Turner, Collie and Braden, Inc. Engineer Report – "Flood Protection Plan"**, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) <u>**Preliminary Field Surveying**</u>

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) <u>**Data Collection**</u>

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No. 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(8) **Final Report**
The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**
The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include,

but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(3) **Permitting**

The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(4) **Channel/Drainage Design**

The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(5) **Roadway Design**

The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(6) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(7) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil,

double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(c) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(d) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(e) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

ATTACHMENT C

Work Authorization No. 1

Channel - J-09-00 (8 Miles) **TOTAL PROJECT COST = $ 9,400,00**

Work Task (by month)	Mar-10	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18
NOTICE TO PROCEED/P.O.																			
ENGINEERING			$ 661,400																
PS&E																			
CLIENT REVIEW/APPROVE																			
ROW SERVICES			$237,500																
Control Points																			
ROW PARCEL MAPS & M&B																			
ROW ACQUISITION																			
TOPOGRAPHIC SERVICES			$ 188,000																
Design Services Topo																			
Utilities Topo																			
CONSTRUCTION									$9,400,000										

ATTACHMENT D

Work Authorization No. 1
Contract No. _____

J - 09 - 00 (8 Miles)

Estimated Construction Cost	$9,400,000
Basic Services:	
Basic Services 9%	$846,000
Basic Engr. Services 90%	$761,400
- Less Feasibility Services	$100,000
Subtotal Engineering Services	$661,400
Subtotal Basic Topo Services	$188,000
Total Basic Services this WA	**$849,400**
Additional Services:	
Control Points & Benchmarks	
30 points @ $2,500/ea.	$75,000
ROW Parcels Donated	
25 Parcels @ $3,500/ea.	$87,500
ROW Parcels Purchased	
15 Parcels @ $5,000/ea.	$75,000
Total Additional Services	**$237,500**
Total WA Lump Sum Amount	**$1,086,900**

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 2

Contract No. C – 10 – 062 – 02 - 16

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 **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Supplemental Agreement #2 to Work Authorization No. 1 is to provide Geotechnical Engineering Services as indicated below:

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Supplemental Agreement No. 2 to Work Authorization No. 1 is **$ 45,000.00**. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement #2 to Work Authorization No. 1 shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Supplemental Agreement #2 to Work Authorization No. 1 shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement #2 to Work Authorization No. 1 shall be performed within the time period identified in the Work Authorization No. 1 ***Work Schedule***.

PART 5. Responsibilities and Obligations. This Supplemental Agreement #2 to Work Authorization No. 1 does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Supplemental Agreement #2 to Work Authorization No. 1 is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Joseph Palacios (County Commissioner)

COUNTY JUDGE:
HIDALGO COUNTY

BY: _____
Ramon Garcia

APPROVED AS TO FORM:
ATLAS & HALL

BY: _____
Stephen Crain

LIST OF ATTACHMENTS:

ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "D"	-	Estimated Cost Proposal

Approved by Commissioners' Court
on 11-1-11 RO

ATTACHMENT "B"
Scope of Services
Supplemental Agreement No. 2
To Work Authorization N. 1
Contract No. C-10-062-02-16

I. Geotechnical Drilling and Miscellaneous Field Services

Based on the location map (or general directive) we are proposing the drilling and sampling of subsurface materials within the project limits as follows:

Structural Borings

- Fifteen (15) Borings will be drilled (Borings will be advanced to a depth of approximately 20 feet below the existing top of natural ground)

Engineering Laboratory will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The borings will be advanced to the specified depths and in-situ soil testing will be performed in general accordance with ASTM or TxDOT Standard Test Procedures (ASTM D1586 – Standard Penetration Testing or Tex-132-E – Texas Cone Penetration). The soil will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of our drilling operations.

Unless requested, the Client will be responsible for obtaining any necessary permits or authorization to egress areas (right of entry) where the borings are to be drilled. All samples will be removed from the sample apparatus during drilling operations. Lab personnel will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory.

Drilling services will also include a 24-hour water level reading at each boring location, which may require piezometers be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If there is not enough soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal ***does not*** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Regrading the site or portions of the site after drilling activities are completed;

- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

We will notify you should these services become necessary for us to complete our field exploration activities. We can arrange to provide for these services as part of our project scope, should you authorize us to do so.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)
This procedure will identify the soluble sulfate content of soil by using the turbidimetric techniques. The results of this procedure will be utilized to determine whether or not the subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed. The presence of extreme amounts of soluble sulfates will exclude lime treatment as a stabilization option.

(5) Unconfined Compression (ASTM D2166)
This procedure determines the direct unconfined compressive strength of a soil of which can be correlated to shear strength of a soil sample (comparison with strength testing).

(6) Consolidation Testing (ASTM D2435)
This procedure is utilized to predict the magnitude and potential rate of consolidation of soil in laboratory mimicked field conditions (laterally restrained and axially drained) while subjected to controlled stress loading increments.

(7) pH Testing of Soil (Tex-128-E)
This procedure will provide the pH of a soil for determination of acidic or basic nature of soil environment.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of our study. The findings and conclusions derived from our analyses will be presented in a written engineering report (three (3) copies), which will be prepared by one of our engineers. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering analyses/recommendations for:

- Strength Parameters and Structural Evaluation of Soil Borings
- Net Allowable Bearing Capacity of In-Situ Soils for Anticipated Loading
- Effects of Structures on Allowable Bearing Pressure and Estimated Settlement
- Potential for Soil Movement Due to Volume Change
- Soil Improvement Methods and Procedures (if applicable)
- Recommendations for Construction and Inspection
- Additional Considerations and Recommendations (where applicable)

Our report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide pavement selection and design and assist in the preparation of specifications for the project.

Schedule

Based on the requested services, we estimate that the drilling operations will take approximately five (5) days to complete. We anticipate that drilling operations can begin within five (5) to seven (7) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should be completed within two (2) weeks after completion of the drilling operations.

ATTACHMENT D

Supplemental Agreement No. 2

To

Work Authorization No. 1

Contract No. C-10-062-02-16

J – 09-00 (8 Miles)

ADDITIONAL SPECIAL SERVICES:

Geotechnical Engineering

15 Borings @ $3,000/ea.	$45,000.00

TOTAL ADDITIONAL SPECIAL SERVICES	**$45,000.00**

HIDALGO COUNTY
BEGIN PROJECT
END PROJECT
McAllen
Edinburg
RAYMONDVILLE DRAIN
J-09 DRAIN IMPROVEMENTS
Legend
BORE LOCATIONS (20 FT DEPTH)
PROPOSED J-09 DRAIN
HCDD #1 DRAINS
HCDD #1 PROPOSED DRAINS
DRAINS BY OTHERS
ROADS
CITY LIMTS
2,500
Feet
1 inch = 2,500 feet
DATE REVISED 8-13-11
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, October 24, 2011 3:38 PM
To: 'Evangelina Garcia'
Subject: FW: SA#2-to WA#1-J-09 project C-10-062-02-16

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, October 24, 2011 3:24 PM
To: 'Martha Salazar'
Subject: RE: SA#2-to WA#1-J-09 project C-10-062-02-16

Supplemental Agreement No. 2 is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, October 24, 2011 2:21 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: SA#2-to WA#1-J-09 project C-10-062-02-16
Importance: High

Mr. Crain:

Please review and comment as to form. Item will be on for 11-1-11.

Thanks,

Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, October 24, 2011 2:07 PM
To: 'Martha Salazar'
Cc: 'claudette Cavazos'
Subject: FW: SA#2-to WA#1-J-09 project C-10-062-02-16

Marty,

AI-29307 **21. A. 4.**
CC REGULAR
Meeting Date: 11/01/2011
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Supplemental Agreement No. 2 to Work Authorization No. 1 for additional special services of geotechincal engineering of fifteen (15) Borings @$3,000.00 each in the amount of $45,000.00 with TEDSI Infrastructure Group with Contract #C-10-062-02-16 for the "Design and Right Of Way mapping Of HCMDS Phase II-J-09 Laterial Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miless) for Hidalgo County Precinct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1341-431-50-115-079-0-711
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
CO2009B&C-J-09 PROJECT-ROW
82,500.00 available funds as of 10/27/11. rc

Attachments

CONTRACT DOCUMENTATION
SUPPLEMENTAL NO. 2 DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/27/2011 02:23 PM
Budget & Management	Merlen P. Munoz	10/27/2011 02:43 PM
Rosalinda Cantu	Rosie Cantu	10/27/2011 03:30 PM
Auditor's Office	Angela Garcia	10/27/2011 03:38 PM
Purchasing Department	Marty Salazar	10/27/2011 02:23 PM
Budget & Management	Merlen P. Munoz	10/27/2011 02:43 PM
Rosalinda Cantu	Rosie Cantu	10/27/2011 03:30 PM
Auditor's Office	Angela Garcia	10/27/2011 03:38 PM
Rey Salazar		

Form Started By: Vangie Garcia Started On: 10/24/2011 01:17 PM

APPROVED

AI-30141 **20. A. 6.**
CC REGULAR
Meeting Date: 12/20/2011
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Supplemental Agreement No. 3 to Work Authorization No. 1 - Contract #C-10-062-02-16 with TEDSI Infrastructure so as to provide Phase I Construction Phase Services along with adding a Geotechnical Sub-Consultant (L& G Engineering Laboratory) and as further detailed under Attachment "B" of the Supplemental Agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1341-431-50-115-079-0-733/711
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
CO2009B&C-J-09 PROJECT-ROW
1-1341-431-50-115-079-0-711
$96,500.00 availabel funds as of 12/15/11.

CO2009B&C-J-09 PROJECT-DRAINAGE DITCHES
1-1341-431-50-115-079-0-733
$205,000.00 availabel funds as of 12/15/11.

$441,295.00 available funds in p.o. 636565 as of 12/15/11.

Attachments

Supplemental Agreement No. 3
Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2011 10:22 AM
Budget & Management	Merlen P. Munoz	12/14/2011 10:24 AM
Rosalinda Cantu	Rosie Cantu	12/15/2011 01:56 PM
Auditor's Office	Angela Garcia	12/16/2011 01:30 PM

Form Started By: Vangie Garcia Started On: 12/14/2011 07:56 AM
Final Approval Date: 12/16/2011

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 3

Contract No. C – 10 – 062 – 02 – 16

J-09 Phase I

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 **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Supplemental Agreement #3 to Work Authorization No. 1 is to provide Phase I Construction Phase Services along with adding a Geotechnical Sub-Consultant (L&G Engineering Laboratory) as indicated below:

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated Lump Sum cost for services under this Supplemental Agreement No. 3 to Work Authorization No. 1 is **$ 32,621.04**. This amount is based upon the costs outlined in the ***Estimated Lump Sum Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Lump Sum Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement #3 to Work Authorization No. 1 shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Supplemental Agreement #3 to Work Authorization No. 1 shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement #3 to Work Authorization No. 1 shall be performed within the time period identified in Work Authorization No. 1.

PART 5. Responsibilities and Obligations. This Supplemental Agreement #3 to Work Authorization No. 1 does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Supplemental Agreement #3 to Work Authorization No. 1 is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Mark W. Lupher, (Principal)

COUNTY JUDGE:
HIDALGO COUNTY

BY: _____
Ramon Garcia

THE OWNER:
HIDALGO COUNTY

BY: _____
Joseph Palacios (County Commissioner)

APPROVED AS TO FORM:
ATLAS & HALL L.L.P

BY: _____
Steve Crain

LIST OF ATTACHMENTS:

ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "D"	-	Estimated Lump Sum Cost Proposal

APPROVED BY
COMMISSIONERS' COURT
ON: 12/20/11

ATTACHMENT "B"
WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 3
Contract No. C – 10 – 062 – 02 – 16
J-09 Phase I

Construction Phase Services – J-09 Phase I. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding – J-09 Phase I**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and 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 will be performed by the **Engineer**.

(2) **Project Site Representation – J-09 Phase I**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(3) **Miscellaneous Technical Activities – J-09 Phase I**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(4) **Final Acceptance – J-09 Phase I**

(a) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

ATTACHMENT D
Supplemental Agreement #3 To Work Authorization #1
Contract No. C-10-062-02-16
J-09 Phase I

	Proj. Manager	Proj. Engr.	Sr. Designer	RPLS	2 Man Crew	GPS Equip. / Day		
Basic Services								
Construction Phase Services	6	10	26					
Const. Bidding								
Project Site Representative								
Project Engineer								
As -Built Drawings								
	$1,648.38	$2,245.10	$4,668.56					**$8,562.04**
Misc. Technical Activities								
Special Services								
Construction Field Staking				20	80	10		
Right of Way Alignment Staking								
				$4,284.60	$14,774.40	$5,000.00		**$24,059.00**
						Total Lump Sum Amount		***$32,621.04***

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-10-405-02-01

THIS AGREEMENT is made effective the **1st** day of **February, 2011**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: ***The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located*** within ***Hidalgo County Precinct No. 4***; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located*** within ***Hidalgo County Precinct No. 4*** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser." ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo

County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting**. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate

agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr.& Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

21. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

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

24. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on February 01, 2011.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 2/1/2011

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By: _____

Printed Name: Leonel Garza, III

Title: Co-Owner/Primary R.E.A.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS
(RFQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Real Estate Appraisers -Pool"
RFQ No: 2010-012-01-13-otm

1. **Request for Qualifications Letter, consisting of 1 page.**

2. **Request for Qualifications, Legal Notice, consisting of 7 pages.**
   ***** (Page 8 must be submitted with response)***

3. **Exhibit "A", Requirements, consisting of 7 pages.**

4. **Exhibit " B", Evaluation Criteria, consisting of 3 pages.**
   ***** (Must be submitted with response)***

5. **Exhibit "C", Insurance Requirements, consisting of 4 pages.**
   ***** (Must be submitted with response)***

6. **Exhibit "D", CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   ***** (Copy of receipt and this form must be submitted with response.)***

7. **Exhibit "E", Proposer's Affidavit, consisting of 1 page.**
   ***** (Must be submitted with response)***

8. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
   ***** (Must be submitted with response)***

9. **Certification Regarding Debarment, consisting of 1 page.**
   ***** (Must be submitted with response)***

10. Documentation required on Bldg., Road & Bridge Construction Projects, Attachment "A", consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

December 21, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Real Estate Appraisers-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2010-012-01-13-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

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/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ No: 2010-012-01-13-otm	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 ext. 4859

REQUEST FOR QUALIFICATIONS

Hidalgo County
REAL ESTATE APPRAISERS - POOL
(Including all funding sources, Programs, and Entities)

JANUARY 13, 2010

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 Statements of Qualifications** will be received for **"Real Estate Appraisers - Pool-Hidalgo County"(including all funding sources, Programs, and Entities)**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with 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, **RFQ No. 2010-012-01-13-otm "Real Estate Appraisers Pool--Hidalgo County"** 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 AM, Wednesday, January 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4th, 2010** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 6th, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to 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. The 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 vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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.

12. 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.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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 vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Real Estate Appraisers Pool-Hidalgo County"**
  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
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 13, 2010**
Award of Contract	, 2010
Commence Work or Deliver Products	, 2010

16. ~~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 participating firms 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 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 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.~~

17. 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 therefor 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.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176.

Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. 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.

20. 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.

21. 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.

22. 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 proposer'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.

23. 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.

24. 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.

25. 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.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful 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.

27. 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.

28. 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.

29. 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.

30. 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.

Request for Qualifications
Real Estate Appraisers Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)
RFQ No: 2010-012-01-13-otm

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 participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant 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 accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for a period starting February 9, 2010 and ending February 9, 2011.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Appraisers Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-012-01-13-otm

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

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed 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

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4th, 2009 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6th, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: 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 RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

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 Qualifications (RFQ) 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 request for qualifications 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.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. Scope of Appraisal and/or Review Appraisal Services:

1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.

5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

   1. Copy of current license certification with the state seal
   2. History certification from the Texas Appraiser Licensing & Certification Board.
   3. General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD in PDF Format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness: **30 points**

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

2) Firm Capabilities: **45 points**

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing: **15 points**
   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer **05 points**

5. Meets minimum Hidalgo County Insurance Requirements **05 points**

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Real Estate Appraiser Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;

3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD in PDF Format of RFQs should be submitted to:

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

The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by **no later than** 9:30 a.m. on **Wednesday, January 13, 2010.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30)

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity - Brevity
F. Degree of Interest

2. FIRM CAPABILITIES (45)

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING (15)

A. Required discipline skills
B. Key personnel
C. Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER (05)

5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05)

GRAND TOTAL **100 Points**

EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES (45 pts)	5	
➢ Background		
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
2. STAFFING (15 pts)	5	
➢ Required discipline skills		
➢ Key personnel	5	
➢ Qualification of personnel	5	
Comments/Rationale For Points:		TOTAL
4. EQUAL OPPORTUNITY EMPLOYER (05 pts)	5	
Comments/Rationale For Points:		TOTAL
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		TOTAL
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; SUBROGATION IS WAIVED

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS"

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
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

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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. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ____

or

Employer identification number
___ _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

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" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

EXHIBIT "A"

SERVICES TO BE PROVIDED BY APPRAISER

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext 4861	**Date Submitted:**	January 7, 2011
Re:	**Appraisal Proposal – Precinct No. 4**	**CC:**	Leticia H. Saenz, CPPB / Contract Manager

Mrs. Saenz:
As per email from Leticia H. Saenz on January 6, 2011, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 4 (on an as needed basis) The appraisal reports shall be based on the Texas Department of Transportation & County of Hidalgo requirements as follows:

Appraisal Report Cost — **= $ 2,000.00 Per Parcel**

Included Per Parcel:
(4) Original Appraisal Reports

Additional Original Reports — **$ 150.00 Per Original Copy**
This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct #4 Department and or other County agencies involved in the project.

Updated/Revised Reports — **$ 1,000.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

January 7, 2011

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "B"

FEE SCHEDULE

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

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Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

January 7, 2011

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

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2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "C"

INSURANCE REQUIREMENTS

Client#: 6058 LEONGAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2011

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:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Leonel Garza Jr & Associates LLC 1419 Dove Suite #1 McAllen, TX 78504	INSURER A : Sentinel Insurance Company	
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			65SBAZS5869	11/14/2010	11/14/2011	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
A	[ ] UMBRELLA LIAB [X] OCCUR			65SBAZS5869	11/14/2010	11/14/2011	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DEDUCTIBLE							$
	[X] RETENTION $ 10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SBP0001219738	01/11/2011	01/11/2012	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Employment Practices Liab			65SBAZS5869	11/14/2010	11/14/2011	$10,000 per claim $10,000 Aggregates	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

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

Brian E Lewis

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The ACORD name and logo are registered marks of ACORD

JER

Commercial Certificate of Insurance

FARMERS

Agency Name & Address: TONY CONTRERAS INS. / 4006 N 22ND ST / MCALLEN, TX 78504 / 956-686-6621

Issue Date (MM/DD/YY): 06/03/10

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 shown below.

St. 19 Dist. 42 Agent 327

Insured Name & Address: LEONEL GARZA JR / LEONEL GARZA & ASSOC, LLC / MCALLEN TX 78504

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D:

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
A	X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	075875472	02/16/10	02/16/11	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ 500,000 $ $ $ 500,000 $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ $ $

Description of Operations/Vehicles/Restrictions/Special Items:

05 GMC 1GTEC14X152191568
10 TOYOTA 5TFRM5F15AX011366

Certificate Holder

Name & Address: HIDLAGO COUNTY PURCHASING / 2812 S. BUS HWY 281 / EDINBURG, TX 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

TONY CONTRERAS
Authorized Representative

Tony Contreras

58-2492 4-94

Copy Distribution: Service Center Copy and Agent's Copy

H-01

(2)

Treasurer to issue checks to comply with the City of Pharr requirements.

C. **Pct. 4**

1. **AI-25004**

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with professional engineers for Construction Material Testing Services required for Projects (On an as needed basis) for Precinct No. 4 Projects.

Evaluators	L&G Engineers Laboratory, LLC	Millenium Engineers Services	Terracon Engineers
Evaluator 1	98	95	93
Evaluator 2	97	93	90
Average	195	188	183
Scores	97.50	94	91.50
Ranking			

c. Authority for the Purchasing Department to negotiate a professional service contract with No. 1 ranked firm of _____ _____for the provision of Construction Materials Testing Services for Precinct No. 4 Projects.

2. **AI-25049**

APPROVED

Requesting approval of a professional appraisal services agreement (approved as to form by legal counsel) with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4" (on an as needed basis) and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 12/21/10).

D. **Sheriff's Office**

1. **AI-25058** Requesting approval to purchase Spillman Data Conversion through our membership/participation with Department of Information Resources and authority to execute required purchase agreement with Spillman Technologies, Inc. contract #DIR-SDD-1623 in the total amount of $35,029.00 through the following requisition #188366, effective upon approval (1-1228-421-00-280-006-0-336);

Description	Hours	Hourly Rate	Amount
Project Management	50	$128.31	$6416.00
Installation (includes analysis & build)	223	$128.31	$28,613.00

E. **Co. Wide**

AI-25049 **23.C.2.**

Pct 4-Approval of Professional Appraisal Services Agreement-Leonel Garza Jr & Associates

CC REGULAR

Date: 02/01/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of a professional appraisal services agreement (approved as to form by legal counsel) with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4" (on an as needed basis) and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 12/21/10).

BACKGROUND

Contract Document C-10-405-02-01-Leonel Garza Jr & Associates LLC (approved as to form)

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-731/711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 1-28-11 $206,622.31
On an "as needed basis"

Attachments

Link: Contract Document-C-10-405-02-01-Leonel Garza Jr & Assoc-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:53 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:54 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/28/2011 04:34 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Letty Saenz Started On: 01/27/2011 08:15 AM
Final Approval Date: 01/28/2011

AI-55615 **Budget and Management** **19. C.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Gabriela Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Regional Solid Waste Grant (12XX):
1. Discussion, consideration and acceptance of the Regional Solid Waste Grant FY2016-2017 in the amount of $16,278.00 with authority for the County Judge to sign all required documents.
2. Approval of Certification of Revenues by the County Auditor for the Regional Solid Waste Grant FY2016-2017 in the amount of $16,278.00.
3. Approval of 2016 appropriation of funds for the Regional Solid Waste Grant FY2016-2017 in the amount of $16,278.00.

BACKGROUND

Regional Solid Waste Grant will cover equipment and printed materials for a one year period (September 1, 2016 - July 31, 25017).

Contract/Award #17-21-G05, Grant Period 09/1/16 through 7/31/2017.

Reference AI#52444 to apply for grant.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1285-421-00-xxx-006-6-xxx

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

BUDGETARY IMPACT:

No local cash match required.

Attachments

Grant Agreement
Application
Certification Request
email
Award Memo

legal
APPROPRIATION
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2016 08:28 AM
Linda Flores	Linda Flores	08/01/2016 09:15 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Gabriela Garza		Started On: 07/28/2016 08:54 AM
Final Approval Date: 08/05/2016		

Lower Rio Grande Valley Development Council
Inter-local Contract
CONTRACT SIGNATURE PAGE

Contract Name:	**REGIONAL SOLID WASTE GRANTS PROGRAM**	
Contract Number:	17-21-G05	
Performing Party:	Hidalgo County	
Performing Party Identification Number:		
Maximum LRGVDC Obligation: $ 16,278.00	Effective Date: September 01, 2016	Expiration Date: July 31, 2017

The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of: the United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperative Act, and Texas Water Code Chapter (§) 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by LRGVDC for its own convenience with 30 days written notice. The purpose of this Agreement is to implement the provisions of §361.014(b) of the Texas Health and Safety Code, regarding the distribution of solid waste disposal fee revenue funds in support of local and regional solid waste projects consistent with the LRGVDC authorized §363.064(b) of the Texas Health and Safety Code Regional Solid Waste Management Plans (RSWMPs), and to update and maintain those plans. To enable the PERFORMING PARTY to carry out or conduct various municipal solid waste management-related services and activities within the PERFORMING PARTY's regional jurisdiction that support the implementation of the RSWMP. To administer an efficient and effective, solid waste grant implementation program.

Parties to the Contract:	**Lower Rio Grande Valley Development Council (LRGVDC)**	**Hidalgo County**
By (Authorized Signature):		
Printed Name:	Ron Garza	Honorable Ramon Garcia
Title:	Executive Director	County Judge
Date of Signature:		
Contract Manager Name:	Marcie Oviedo	Ray Salazar
Contact Numbers:	(956) 682-3841	(956) 292-7025
Finance Representative:	Crystal Balboa	Ray Eufracio

Intergovernmental Cooperative Reimbursement Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Qualifying Conditions
X	Documents Created During the Contract (including any minor contract changes, budget amendments, or COG-Managed Projects approved by LRGVDC in accordance with Contract procedures)
X	Specifications & Standards for Performance
X	Contract Funding
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment 1 - PERFORMING PARTY BUDGET
X	Attachment A – SCOPE OF WORK & DELIVERABLES
X	Attachment B – SCHEDULE OF MAJOR DELIVERABLES

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Inter-Governmental Cooperative Reimbursement Agreement

CONTRACT ACTIVITIES

1. INTRODUCTION

The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY**.**

2. DESCRIPTION OF ACTIVITIES

The PERFORMING PARTY agrees to follow those administrative procedures identified in this Agreement and in the Regional Solid Waste Grants Program Administrative Procedures, Attachment A, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

3. Eligibility. Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:

3-1. Cities.

3-2. Counties.

3-3. Public schools and school districts (does not include Universities or post secondary educational institutions).

3-4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

3-5. Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

4. Contract Amendments: This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment 1) reflect all changes and amendments.

5. Contract Documents: The working documents, presented in order of preference, are:

5.1. This LRGVDC Grant Agreement.

5.2. PERFORMING PARTY'S Budget Form (Attachment 1).

5.3. Work Program - Deliverables (Attachment A).

III. CONTRACT FUNDING

6. Budget Category Expense Standards and Adjustments. The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment 1). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment 1. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.

6-1. The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.

6-2. Amendments to the budget contained in Attachment 1 shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

7. **Budget Category Expense Records and Documentation**. The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation shall be conducted per the UGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.

7-1. **Personnel/Salary**. The PERFORMING PARTY's employee positions covered in this Agreement are set forth in Attachment 1.

7-1-1. Time sheets that have been signed and approved.

7-2. **Travel.** PERFORMING PARTY should maintain onsite travel documentation which, at a minimum, is consistent with LRGVDC Travel Operating Procedures and which identifies the purpose of the travel, supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc. Such travel documentation should be submitted upon request.

7-3. **Supplies.** Expenses included under the Supplies expense category of the budget set forth in Attachment 1, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than $1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.

7-3-1. Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.

7-4. **Equipment.** Expenses included under the Equipment expense category of the budget set forth in Attachment 1, shall be for non-construction related, tangible, personal property having a unit acquisition cost of $5,000, or more with an estimated useful life of over one year.

7-4-1. PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment 1.

7-4-2. Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.

7-5. **Contractual.** Expenses included under the Contractual expense category of the budget set forth in Attachment 1, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.

7-5-1. No expenses included under the contractual expense category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment 1.

7-5-2. The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the UGMS.

7-5-3. No expenses included under the contractual expenses category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.

7-5-4. Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.

7-5-5. All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.

7-6. **Other Expenses.** All expenses under the "Other" expense categories of the budget set forth in Attachment 1 shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.

7-6-1. No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than $5,000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment 1. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.

7-6-1-1. Books and reference materials.

7-6-1-2. Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues

for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment 1 to this Agreement, must be pre-approved individually, in writing, by the LRGVDC).

7-6-1-3. Subscriptions, only insomuch as they relate directly to the performance of activities under this Agreement.

7-6-1-4. Postage, telephone, FAX, and utilities expenses.

7-6-1-5. Printing and reproduction expenses.

7-6-1-6. Advertising and public notices.

7-6-1-7. Registration fees and other staff training costs (fees and training costs for persons not employed by the PERFORMING PARTY, unless listed in Attachment 1, must be approved individually by the LRGVDC).

7-6-1-8. Repair and maintenance costs.

7-6-1-9. Office furniture, not falling under the definition of equipment under this Article.

7-6-1-10. Space and equipment rentals.

7-6-1-11. Signs.

7-6-1-12. Additional Other expenses listed in Attachment 1 to this Agreement.

7-6-1-13. Education and outreach materials used to promote responsible municipal solid waste management practices and planning.

7-6-2. The PERFORMING PARTY shall ensure that expenditures charged under the "Other" expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.

7-7. Additional Expense Records. If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

8. REIMBURSEMENT PAYMENT METHOD. The PERFORMING PARTY shall submit a Request for Reimbursement voucher, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.

8-1. The PERFORMING PARTY must submit the Request for Reimbursement vouchers if costs have been incurred. They should be submitted with the required progress reports and results reports However, according LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.

8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.

8-3. The PERFORMING PARTY must submit prior notification and approval by the LRGVDC for any changes in personnel whose salaries will be funded under this contract.

8-4. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.

8-5. The contract prohibits any reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by the LRGVDC. Prior to authorizing any out-of-state travel by a PERFORMING PARTY, the LRGVDC must obtain written approval from TCEQ to provide such authorization.

8-6. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with UGCMS, the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the Uniform Grant and Contract Management Standards under UGCMS.

IV. CONTRACT ACTIVITIES

9. The work identified herein is subject to the guidelines as directed in Attachment A, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.

10. A project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment A:

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.

11-1. The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records on the use of any vehicles being used for the Program and originally purchased for the program.

11-2. The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.

11-3. Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.

11-4. The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.

11-5. The PERFORMING PARTY shall prepare and submit to the LRGVDC monthly, a written progress report concerning performance under this contract documenting accomplishments and units of work performed under Attachment C: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with.

11-6. The PERFORMING PARTY shall prepare and submit to the LRGVDC, the summary Pass-Through Grant Expenditure report and the request for reimbursement vouchers and appropriate backup must be submitted monthly.

11-7. The PERFORMING PARTY shall prepare and submit to the LRGVDC Report(s) Identifying Chronic Illegal Dumpsites that are ¼ acre in size or larger, their general description, exact location, boundary information in feet, length, width, and height if applicable and photos of the sites located.

11-8. In addition, the PERFORMING PARTY must submit to the LRGVDC a results report each quarter. The results report will include quantifiable measurements or reasonable estimations of the project outcomes.

11-9. All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment A: Schedule of Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically cover reporting

on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

VIII. OTHER REPORTS

14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.

14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY one week in advance of such requests for oral reports. Note that the committee typically meets quarterly. (See Attachment B)

IX. SPECIAL TERMS AND CONDITIONS

15-1. Availability of Funds. It is the understanding of the parties that the source of the funds provided by the LRGVDC is the Solid Waste Disposal and Transportation Fees, as proscribed in Texas Health and Safety Code §363.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code §363.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account. The PERFORMING PARTY shall place this notice in all subgrants and subcontracts.

15-2. PERFORMING PARTY agrees that the purpose of this Agreement is to provide a grant to financially assist PERFORMING PARTY in performing and creating the Work as its own project and therefore, PERFORMING PARTY is not a "vendor" of goods and services within the meaning of Texas Government Code Chapter 2251.

15-3. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the LRGVDC, are not eligible to receive subgrant funding from the PERFORMING PARTY. The PERFORMING PARTY shall allow a potential subgrant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the PERFORMING PARTY with documentation of payment of the fees, such as a canceled check or receipt from the state, the PERFORMING PARTY may consider that applicant to be eligible to receive subgrant funding under this agreement.

15-4. Local and regional political subdivisions that are barred from participating in state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission –TBPC) Regulations, are not eligible to receive subgrant funds from the PERFORMING PARTY.

15-5. The activities funded under this Agreement, both projects conducted by the PERFORMING PARTY or as a part of a subgrant, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- **15-5-1.** §361, §363, and §364 of the Texas Health and Safety Code.
- **15-5-2.** Title 30 TAC §330, Subchapter O, LRGVDC Rules.
- **15-5-3.** Title 30 TAC §14, LRGVDC Rules.
- **15-5-4.** The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 - 5.167, (collectively, "UGMS").
- **15-5-5.** Title 1 TAC §5.85-5.86, Governor's Office Regulations.
- **15-5-6.** General Appropriations Act, 81st Legislature.
- **15-5-7.** Pursuant to §391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

16-1. Contract Period. The Contract begins on the Effective Date and ends on the Expiration Date as provided on

the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

16-2. Renewal and Extension Period. The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

17-1. "Include." The word "include" and all forms such as "including" shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

18. FUNDS

18-1. Availability of Funds. This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.

18-1-1. Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.

18-2. Amount Limits on Funds. The maximum reimbursement is shown on the Contract Signature Page.

18-3. Grants. If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

19-1. Conforming Activities. LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.

19-2. UGMS. Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of December 18, 2007 is http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. LRGVDC Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements apply when federal funds are included in the reimbursement.

20. REIMBURSEMENT

20-1. Contract for Reimbursement. The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.

20-2. Reimbursement Request Deadline. A minimum of 25% of the grant must be expended each quarter. Performing Party shall submit final requests for payment to LRGVDC prior to **July 31, 2017**.

20-3. Reimbursement Requests. Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.

20-4. Travel, Other Costs. Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only based on receipts in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

20-5. Supporting Records. Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.

20-6. **Conditional Payments**. Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.

20-7. **Historically Underutilized Businesses**. Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

22-1. **Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.

22-2. **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

22-3. **Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

23-1. **Performing Party's Responsibility for the Contract Activities**. Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.

23-2. **Independent Contractor**. Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.

23-3. **Performing Party's Responsibility for Subcontractors**. All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.

23-4. **No Third-Party Beneficiary.** The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party, and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

26-1. **Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or possession of the

intellectual property. Performing Party shall obtain and furnish to LRGVDC: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for LRGVDC non-commercial purposes, and other purposes of the State of Texas.

26-2. Grant of License. Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

27-1. Time is of the Essence. Performing Party's timely performance is a material term of this Contract.

27-2. Delays. Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

28-1. Termination for Cause. LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.

28-2. Termination for Convenience. LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

28-3. If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

29-1. Insurance. Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

29-2. Indemnification. TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

30-1. Payment not a Release. Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.

30-2. Schedule of Remedies available to the LRGVDC. In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:

30-2.1. Issue notice of nonconforming performance;

30-2.2. Reject nonconforming performance and request corrections without charge to the LRGVDC;

30-2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

30-2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;

30-2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;

30-2.6. Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.

30-3. Notwithstanding Section 16.2, no adverse action shall be taken against the Performing Party, unless the non-conformity is material to the contract, the Performing Party has been notified of the non-conformity, and the Performing Party has been given a reasonable opportunity to correct the non-conformity.

30-4. Cumulative Remedies. LRGVDC rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

31-1. Audit of Funds. The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

31-2. Financial Records. Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

32-1. Authority for Indirect Cost Rates. The Performing Party shall comply with the UGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.

32-2. Indirect Cost Rate of Contract Activities. The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.

32-3. Application Indirect Cost Rate, Councils on Government. A regional planning commission may not spend more than 15% (fifteen percent) of its total expenditures, less capital, on indirect costs. This 15% (fifteen percent) restriction applies to the Authorized Expense Budget in this Agreement for each fiscal year, even if

the Cognizant or Coordinating agency approves a rate greater than 15% (fifteen percent). Where an indirect cost exceeds 15% (fifteen percent), the regional planning commission will credit the LRGVDC by reducing indirect charges on a pro rata basis in the subsequent fiscal year.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

34. MISCELLANEOUS

34-1. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

34-2. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County. This provision does not waive LRGVDC's sovereign immunity.

34-3. **Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.

34-4. **Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.

34-5. LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

34-6. **Survival of Obligations.** Except where a different period is specified in this agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.

34-7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.

34-8. **Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

PROJECT REPRESENTATIVES/RECORDS LOCATION

ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

Marcie Oviedo
(Name)
Director of Regional Planning
(Title)
Lower Rio Grande Valley Development Council
301 W. Railroad Street
Weslaco, TX 78596

Telephone No.: (956) 682-3481
Facsimile No.: (956) 682-3295
E-mail: moviedo@lrgvdc911.org

ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:
Ray Eufracio
(Name)
Hidalgo County Auditor
(Title)
2808 S. Bus. Hwy 281
(Mailing Address)
Edinburg, Texas 78539
(City) (State) (Zip Code)

Telephone No.: (956) 318-2511
Facsimile No.: (956) 292-7035
E-mail: ray.eufracio@co.hidalgo.tx.us

For Contractual Matters:
Honorable Ramon Garcia
(Name)
County Judge
(Title)
100 E. Cano Street 2nd Floor
(Mailing Address)
Edinburg, Texas 78539
(City) (State) (Zip Code)

Telephone No.: (956) 318-2600
Facsimile No.: (956) 318-2699
E-mail: countyjudge@co.hidalgo.tx.us

ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Rey Salazar
(Name)
Director
(Title)
2808 S. Bus. Hwy 281
(Mailing Address)
Edinburg Texas 78539
(City) (State) (Zip Code)

Telephone No.: (956) 292-7025
Facsimile No.: (956) 292-7035
E-mail: rey.salazar@co.hidalgo.tx.us

Attachment 1

BUDGET CATEGORY	FUNDING AMOUNT
Personnel / Salaries *N/A*	**$**
Fringe Benefits *N/A*	**$**
Travel *N/A*	**$**
Supplies *N/A*	**$**
Equipment *N/A*	**$**
Construction *N/A*	**$**
Contractual *N/A*	**$**
Other Batteries - $25.00 pack of 12 AAx16 = 400.00 Camera security enclose - $70.00x8 = 560.00 Python Master locks - $25.00x8 = 200.00 SanDisk 64 GB memory card - $60.00x8 = 480.00 Printing = 1,120.00 Signage – 8 Area Roadway surveillance signs ($69.87 each) = 559.00 Advertising Public service announcements = 3,359.00 (8) Reconyx Surveillance Camera 1,200x8 = 9,600.00	**$ 16,278.00**
Indirect Charges	**$**

TOTAL FUNDING $ 16,278.00

Attachment A:

Work Program of Tasks to be completed by PERFORMING PARTY

GOAL: The PERFORMING PARTY will Curtail Illegal Dumping.

Objective 1: BEGIN PROCESS TO PURCHASE (8) RECONYX SURVEILLANCE CAMERAS

1) Task/Deliverable: The County of Hidalgo will formulate a Communication Strategy and will collaborate with Public Affairs Division to develop draft educational material and imagery. Commence upon grant award notice and finalize within 60 days.
2) Task/Deliverable: The County will distribute print material and broadcast Public service announcements. Commence upon finalization of education context and imagery and within 90 days of grant award notice.
3) Task/Deliverable: Develop a database of key activities for the evaluation of program results. Commence upon grant award notice and finalize within 30 days.
4) Task/Deliverable: Coordinate community forums with advocacy groups.
5) Task/Deliverable: Collaborate with Law Enforcement to develop an Illegal dumping Interdiction Plan and procure and install surveillance cameras at targeted illegal dumping hot spot areas. Also Establish targeted Law enforcement nighttime patrols as known illegal dump sites. 60-90 days after grant award.
6) Task/Deliverable: Utilize GIS mapping technology to identify chronic dumping areas for future prevention and surveillance operations. 90-120 days after grant award notice.

Objective 2: REPORT ON PROGRESS AND RESULTS OF PROGRAM

1) Task/Deliverable: The project Coordinator will measure and document the following: 1) sites identified (defined by size as small isolated or large chronic); 2) number of complaints received; 3) number of sites found; 4) warning citations; 5) court cases tried and concluded; 6) number of convictions; 7) fines and dollar amounts of fines; 8) number of dump sites cleaned up through enforcement action and weight or cubic yards removed; 9) number of training activities attended and conducted; 10) the number of participants targeted by local enforcement activities; 11) quantities of media coverage; 12) distribution amounts of public information and/or educational materials; 13) descriptions of promotional events/public meetings including attendance. The documented information should be included in the Pass-Through Grant Summary Report. Financial documentation should also be included and submitted monthly in the Summary of Pass-Through Grant Expenditures and the Request for Reimbursement.

2) Task/Deliverable: Submission of the End of Contract Results Report and Final Summary Report, using the Results Monitoring Report Forms. Deliverable 3: The Project Coordinator will submit the final summary report, using the Pass-Through Grant Summary Report and the final results report, using the Results of Grant Funded Project Report.

   Completion Time Frame: Submit the end of contract report by July 31, 2017.

3) Task/Deliverable: The Project Coordinator will submit Follow-up Reports using the applicable forms as determined by the LRGVDC. The Project Coordinator will submit Follow-up Reports using the applicable forms to be determined and as requested by the LRGVDC.

4) Task/Deliverable: City of San Juan will present an oral report to the LRGVDC SWAC Committee to inform them on the status of project.

   Completion Time Frame: Submit the Follow-up Reports as determined and requested by the LRGVDC.

Attachment B:

FY 2016/2017 Schedule of Major Deliverables for Solid Waste Grants

Deliverable	Due Date
1. Contract Term	September 1, 2016 through July 31, 2017
2. Solid Waste Advisory Committee	Meets quarterly, Therefore you will be notified one week in advance to be present to give an oral report on project status.
3. Progress Reports Must be mailed/emailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	**Due Monthly** September 2016 – Due October 10, 2016 October 2016 – Due November 10, 2016 November 2016 – Due December 10, 2016 December 2016 – Due January 10, 2017 January 2017 – Due February 2017 February 2017 – Due March 10, 2017 March 2017 Due April 10, 2017 April 2017 – Due May 10, 2017 May 2017 – Due June 10, 2017 June 2017 – Due July 10, 2017 July 2017 – Due August 10, 2017 August 2017- Due September 10, 2017 *Make sure you maintain reports after May because TCEQ will ask for follow-up reports.
4. Result Reports Must be mailed/emailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	**Due Quarterly** December Quarterly Report – Due December 10, 2016 March Quarterly Report –Due March 10, 2017 June Quarterly Results Report – Due June 10, 2017 September Quarterly Report – Due September 10, 2017
5. Follow Up Results Report	**Due Once a Year** Results due to TCEQ – October 15, 2017 Follow up Results – September 15, 2018
6. Reimbursements Please mail in original paper work on the reimbursements.	**As Necessary** Minimum of 25% percent of the grant must be expended each quarter and submitted for reimbursement. Failure to submit reimbursement request as spent will be basis for de-obligation of funds.

- Please keep in mind that it is the applicant's responsibility to comply with contract. No reminders or notices will be sent out to request any reports due to the LRGVDC.

Lower Rio Grande Valley Development Council Program Contacts:
Marcie Oviedo – Director of Regional Planning – (956) 682-3481 ext. 161 moviedo@lrgvdc911.org
Ludy Saenz – Assistant Director – (956) 682-3481 ext. 153 lsaenz@lrgvdc911.org
Brenda Salinas – Technician III – (956) 682-3481 ext. 123 bsalinas@lrgvdc911.org

The Lower Rio Grande Valley Development Council
In Cooperation with the Texas Commission on Environmental Quality
SOLID WASTE GRANT APPLICATION FORM
Check one: ☑ ***FY 16*** ☐ ***FY 17***
Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant Information	
Applicant/Receiving Party: County of Hidalgo	Department/Division: Department of Budget and Management
Primary Project Contact - Authorized Representative: Sergio Cruz	Project Contact Title: Hidalgo County Budget Officer
Street Address (No PO Boxes) 2818 S. Bus. Hwy 281	Primary Project Contact's Direct Telephone/Fax: 956-292-7025 ext. 5426
City State Zip Code Edinburg Texas 78539	Email Address sergio.cruz@co.hidalgo.tx.us
Primary Financial Contact - Authorized Representative: Ray Eufracio	Financial Contact Title: Hidalgo County Auditor
Street Address (No PO Boxes) 2808 S. Bus. Hwy 281	Primary Financial Contact's Direct Telephone/Fax: 956-318-2511
City State Zip Code Edinburg Texas 78539	Email Address ray.eufracio@co.hidalgo.tx.us

Other Participating Entities - Regional Projects - New Projects	
New Projects - All new projects never been funded automatically receive 10 points.	
☑ Yes (up to 10 points in scoring)	☐ No (0 points)
Grant/Project Information (Pick ONE Category Only)	
_____ Source Reduction and Recycling _____ Education and Training	✓ Other
Proposed Funding: (Stay within funding caps) Grant Request: $ 20,240 Applicant's Match: Total Project Amount: $ 20,240	**Estimated Project Timeframe:** (How many months will it take to complete project?) 12 months

BRIEF Project Description: *(Describe your project in 10 words or less.)*
The development of an Illegal Dumping Education and Prevention Program

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature	
By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal. (***The person signing application must be designated in the Resolution.)***	
Typed/Printed Name: Sergio Cruz	Title: Hidalgo County Budget Officer
Signature:	Date Signed: 12/8/2015

Certifications:

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help LRGVDC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. Authority to Sign Application

The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. Application Contains No False Statements

Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that LRGVDC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. Governmental Status

Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

a. City
b. County
c. Public school district (not including Universities or post secondary educational institutions)
d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
e. Council of Government

4. Conformance to Standards

The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. Solid Waste Fee Payments

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. Consideration of Private Industry

The following certification only applies if the project is under one of the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Educational and Training Projects category

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

7. Consistency with Regional Solid Waste Management Plan Amendment

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations LRGVDC's adopted regional solid waste management plan amendment.

8. Technical Feasibility

Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlines in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and LRGVDC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. **Compliance with Standards Pertaining to Real Property and Equipment**

   Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. **Participation in LRGVDC/TCEQ Surveys and Reporting**

   Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from LRGVDC or the TCEQ for information on municipal solid waste management activities.

3. **Compliance with Progress and Results Reporting Requirements**

   Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to LRGVDC on a schedule established by LRGVDC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide LRGVDC with a follow-up results report approximately one to two years after the end of the grant term.

4. **Financial Management**

   Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by LRGVDC.

5. **Compliance with Americans with Disabilities Act**

   Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. **Compliance with the Single Audit Act**

   Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. **Compliance with Program and Fiscal Monitoring**

   Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Grant Budget Summary

Click Here to Go To Grant Budget Summary Instructions

Budget Categories	Funding Request
1. Personnel (Salary)	0.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than $1,000)	1,640.00
5. Equipment (unit cost of $5,000 or more)	9,600.00
6. Construction	0.00
7. Contractual (other than for Construction)	0.00
8. Other	9,000.00
9. Indirect charges	0.00
TOTAL	**20,240.00**

10. Fringe Benefit Rate:	
11. Indirect Cost Rate:	

1. Personnel (Salary)					
Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (%FTE)	Salary Request
					0.00
					0.00
					0.00
					0.00
					0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No personnel grant funds requested

3. Travel			
Position	Destination	Purpose	Travel Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No travel grant funds requested

4. Supplies (Unit cost of less than $1,000)		
Description	Purpose	Supply Request
Energizer Advance Lithium Batteries	Power supply	400.00
Camera Security Enclosure	To secure and encase the camera system	560.00
Python Master Locks	Provide reinforced security to camera and enclosure	200.00
SanDisk 64 GB Memory Card	Storage of surveillance photos	480.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

The Illegal dumping prevention and surveillance cameras will be powered by 12 AA batteries. In order to maintain the longest power output, without investing in solar panels, we will utilize lithium batteries. Price estimates are $25 per 12 pack. We are requesting 8 cameras and 2 sets of 12 pack AA batteries per camera (16 x $25 = $400). Additional supplies needed consist of 8 metal all weather camera enclosures for added protection and 8 python master locks to secure the camera and enclosure together. Additional supplies requested are 8 64 GB SDHC memory cards for the storing and transmittal of fast action photos.

5. Equipment (Unit price of $5,000 or more)		
Description	Purpose	Equipment
Reconyx Surveillance Camera	Prevention of Illegal Dumping	9,600.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

The illegal dumping prevention equipment request consists of 8 cellular enabled security cameras ideal for covert surveillance of people and activities. Its small size makes it easy to conceal, and simple setup is quick to deploy in the field. The cellular module transmits large images in near real time to up to 4 mobile phones and/or 2 email accounts.

6. Construction			
Description	Purpose	Sub-Contracted (Y/N)	Construction

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No construction grant funds requested.

7. Contractual		
Contractor	**Purpose**	**Contractual**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No contractual grant funds requested

8. Other			
Type Other	**Description**	**Purpose**	**Other Request**
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction	Printing of program material	Education and prevention awareness	2,000.00
Advertising/Public Notices	Public Service Announcements	Education and prevention awareness	6,000.00
Signage	Area roadway surveillance notices	Prevention of Illegal Dumping	1,000.00
Training/Registration Fees			
Dues/Membership Fees			
Record Storage			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

Our program seeks to educate and prevent illegal dumping thru the encouragement of residents to take advantage of the resources available to them, instill good habits of responsible solid waste management, boost community support in reporting illegal dumping, and the prevention of littering – with residents working together with the County to build a sustainable environment and caring society. Our award winning County Public Affairs Division will script, direct and produce a 30 second Public Service Announcement for broadcast on newsprint and local spanish/english TV stations. We will also develop spanish/english print material and posters at high traffic county facilities, community resource centers and clinics. Additionally, we will also conduct community forums with our colonia communities to raise awareness and distribute targeted educational materials. Complementing our program will be spanish/english notices and signage throughout known hot spots notifying potential violaters that the area is under surveillance. County currently has existing contracts with related vendors and obtained pricing from prior purchase orders.

Type Other (Cont.)	Description	Purpose	Unit Cost	No. of Units	Other Request
Recycling Bins					0.00
Recycling Bins					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Computer Hardware					0.00
Computer Software					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Promotional Item					0.00
Promotional Item					0.00
Promotional Item					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Additional Other					0.00
Additional Other					0.00
Additional Other					0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No other type grant funds requested

Project Merits and Need *(Up to 45 Points): PLEASE LIMIT YOUR PROJECT NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Project Title: Hidalgo County Illegal Dumping Education and Prevention Program

Program Objective and Summary (use all four boxes if necessary): Give a Summary of the project. List specific objectives. Provide a scope of work with schedule of deliverables for the proposed project or program. As concisely as possible, provide tasks, describe the major steps, identify responsible entities and establish a specific time frame. Suggested format for scope of work:

See attached narrative titled "Hidalgo County Illegal Dumping Education and Prevention Program"

Task 1: Formulate a Communication Strategy

a. Activity: Collaborate with Public Affairs Division to develop draft educational material and imagery
Schedule of activity: Commence upon grant award notice and finalize within 60 days.

b. Activity: Distribute print material and broadcast Public Service Announcements
Schedule of activity: Commence upon finalization of education context and imagery and within 90 days of grant award notice.

c. Activity: Develop a database of key activities for the evaluation of program results
Schedule of activity: Commence upon grant award notice and finalize within 30 days.

d. Activity: Coordinate community forums with advocacy groups
Schedule of activity: Commence upon finalization of education context and imagery and within 90 days of grant award notice.

Task 2: Collaborate with Law Enforcement to develop an Illegal Dumping Interdiction Plan

a. Activity: Procure and install surveillance cameras at targeted illegal dumping hot spot areas.
Schedule of activity: 60 - 90 days after grant award notice

b. Activity: Establish targeted Law Enforcement nighttime patrols at known illegal dump sites
Schedule of activity: 60 - 90 days after grant award notice

c. Activity: Utilize GIS mapping technology to identify chronic dumping areas for future prevention and surveillance operations
Schedule of activity: 90-120 days after grant award notice

Project Service Area: *(Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)*

The Hidalgo County Illegal Dumping Education and Prevention Program will cover and affect the entire county.

Public Information: *(How will your project be publicized? How will the public be involved in your project?)*

Our Illegal Dumping Education and Prevention Program will be publicized in Spanish and English by our Public Affairs Division on television, newspaper, radio, social media and posters throughout our county facilities and citizen collection stations.

Project Status/Feasibility: *(Include progress or agreements made regarding this project so far, as well as staff qualifications. Indicate whether this is a startup or existing project. Briefly describe how project effectiveness will be measured.)*

The reduction of illegal dumping and the enforcement of penalties is a priority for our County Judge and Precinct Commissioners as evidenced in the number of Community Clean up held every year. In 2015, not counting clean ups attributed to illegal dumping, Hidalgo County conducted over 60 Community Clean ups. The clean ups have helped alleviate residents from stockpiling trash which may have ended up being dumped illegally. Our County Constables have also developed tactical methods to deter illegal dumping by establishing more presence in hot spot areas. However, due to shift changes, calls for service and delayed response time they can't be there all the time. Targeted education and targeted prevention techniques, such as thru the installation of surveillance cameras are a successful alternative. With the assistance of our District Attorney's Office, we hope to finalize and implement our litter abatement policies, which streamline the prosecution of persons found guilty of dumping illegally.
Project effectiveness will be measured by statistics relating to the following

% reduction of illegal dumping in hot spots
# of complaints received regarding illegal dumping
# of citations issued attributed to surveillance cameras
# of illegal dumping investigations conducted
# of convictions attributed to illegal dumping
$ of illegal dumping penalties and fines collected

Local Match and Commitment *(Up to 30 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Intention to Sustain the Project (use all four boxes as necessary): *(Describe how applicant intends to sustain the project or program after grant funding is exhausted.)*
Hidalgo County is committed to improving our Solid Waste Program efforts. Thru the careful analysis, reporting and evaluation of key program measures and statistics, the Department of Budget and Management will assess program effectiveness. These metrics in turn will serve to outline potential returns on future program investments. Saving achieved by way of reduced tipping fees attributed to illegal dumping and increased revenues attributed to illegal dumping citations can be appropriated towards the continued efforts of the program.

Matching Funds or In-Kind Services (use all four boxes as necessary): *(Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.)*

Hidalgo County will be utilizing In-Kind Services for the development and production of our Illegal Dumping and Prevention Program Public Service Announcement.

Supporting Documentation: *(Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.)* ***Failing to attach supporting documentation listed will make your application incomplete.***

Regional Collaboration *(Up to 15 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE.* Some of the requested information may not be applicable to all proposed projects, contact LRGVDC staff for clarification if necessary. A Regional project is any project that is regional in nature and must be specific as to who they will be collaborating with and submit commitment letters or resolutions to support the project. The more entities involved in the project more points will be received.

Describe in detail all collaborating efforts and submit back your documentation.

Our Illegal Dumping Education and Prevention Program has the received internal support and collaboration from the County Judges Office, Precinct #1, Precinct #2, Precinct #3, Precinct #4, Sheriff's Department, County Constables Office, District Attorney's Office and the Department of Budget and Management.

Poor Performance Deduction *(Subtract 10 points): PLEASE LIMIT TO 1 PAGE. LRGVDC reports will also be used.*

Evaluation of Consistency with Regional Solid Waste Management Plan Amendment*: TH IS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.*

Is proposed project consistent with LRGVDC's regional plan amendment? *(Briefly describe how the proposed project will support the regional plan amendment, indicating which goal is supported.)*

Our proposed project is consistent with the LRGVDC's regional plan amendment. The Illegal Dumping Education and Prevention project we are proposing is consistent with Goal 1. This goal aims to reduce waste generation/disposal and develop responsible waste disposal practices. The specific objective and strategies it meets are:

Objective 1: Stop illegal dumping
Strategy 1.1 Promote public education to reduce illegal dumping and littering
Strategy 1.2 Increase enforcement to prevent illegal dumping

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service
FOR PROJECT TYPES LISTED

THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING

This section is applicable only to the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. *If the proposed project provides a service* , in the space below, list all entities, private and public, in the affected geographic area known to provide a similar or related service. Please attach additional pages if needed.

Private Service Providers Contacted	Telephone	Date Notified	Summary
Republic Services	800-423-7676	12/7/2015	Telephone and email submitted

Have you contacted your County and Neighboring Jurisdictions to see if they provide a similar service?

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary
City of McAllen	Earl Lane	11/23/2015	Telephone and email submitted
City of Edinburg	Ramiro Gomez	12/7/2015	Telephone inquiry

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary
City of Houston			Website research
City of Dallas			Website research

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Thursday, July 28, 2016

Subject: Certification of Revenues LRGVDC Solid Waste Grant Award

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor
Deborah Fischer, Grants Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the Lower Rio Grande Valley Development Council - Regional Solid Waste Grants Program FY2016-2017 award scheduled for Commissioner's Court action on 8/9/2016 agenda item 55615.

LRGVDC Contract #	Total Award
17-21-G05	$16,278.00

Program grant information and agreement have been forwarded to Ms. Deborah Fischer for further processing.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

FW: Hidalgo County's - Contract # 17-21-G05

From : Marcie Oviedo <moviedo@lrgvdc911.org> Thu, Aug 04, 2016 11:58 AM

2 attachments

Subject : FW: Hidalgo County's - Contract # 17-21-G05

To : Gaby Garza <gabriela.garza@co.hidalgo.tx.us>

Cc : Brenda Salinas <bsalinas@lrgvdc911.org>

Gaby,

I am forwarding the email sent with this contract, I don't believe there is a letter. I have also attached the Contract that was sent for signature, the budget details what the funds are for. I have also attached the project summary form that was submitted to TCEQ for approval. What happened is this project was the last one that was funded and $16,278. Was all that was left, so we asked the applicant to adjust figures on what was actually going to be purchased with grant funds. I don't think there is a single item over $5,000. Which is considered equipment and that would have to be tagged and inventoried for at least 6 years. Of course we will be asking for reports on where the cameras are placed and results of this project. I will forward the reporting forms, just in case you don't already have them. Hope this answers your questions, if not just email or give me a call. Thanks.

Marcie Oviedo, Director of Regional Planning
LRGVDC
301 W. Railroad
Weslaco, TX 78596
956-682-3481 Ext.161
Cell – 956-369-7902

From: Brenda Salinas
Sent: Monday, July 25, 2016 12:48 PM
To: Rey Salazar <rey.salazar@co.hidalgo.tx.us>
Cc: Marcie Oviedo <moviedo@lrgvdc911.org>; Ludy Saenz <lsaenz@lrgvdc911.org>
Subject: Hidalgo County's - Contract # 17-21-G05

Good Afternoon,

Attached please find Hidalgo County's Solid Waste Contract #17-21-G05 effective to begin on September 01, 2016. Please print and review carefully. We will need for you to print 2 two originals and have both of them signed by the person authorized in the contract. Soon after please mail or deliver both contracts to the LRGVDC attention: Brenda Salinas and we will have the Executive Director sign both. Once executed we will give you one original and the LRGVDC will keep the other original. If you have any questions you may contact me.

Thank you,

Brenda Salinas
Regional Planning Department
Lower Rio Grande Valley Development Council
301 W. Railroad St.
Weslaco, TX 78596
956.682.3481 ext. 123 - office
956.682.3295 - fax
bsalinas@lrgvdc911.org
www.lrgvdc.org

17-21-G05 Hidalgo County.pdf
270 KB

DOC080416.pdf
983 KB

Lower Rio Grande Valley Development Council

Mayor Tony Martinez, Brownsville.....President
Mayor Celeste Sanchez, San Benito.....1st Vice-President
Hon. Norma G. Garcia, Member-at-Large.....2nd Vice-President
Mayor Pro-tem Richard Molina, Edinburg.....Secretary
Mayor Ambrosio "Amos" Hernandez, Pharr.....Treasurer
Mayor James E. Darling, McAllen.....Immediate Past President

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Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

Revised Memorandum

TO: SWAC Applicants

FROM: Marcie Oviedo, Director
Regional Planning Dept. MO

DATE: Friday, August 5, 2016

SUBJ: FY 2016/2017 Solid Waste Implementation Projects Funding List

The Solid Waste Advisory Committee met on January 05, 2016 to review and rank Solid Waste Grant Applications. Below please find the Revised Solid Waste Implementation Projects Funding List.

Applicants	Funded Amount
City of Los Indios – Source Reduction & Recycling	$5,000.00
City of Alton – Source Reduction & Recycling – Recycling Technician	$29,955.20
City of Pharr – Source Reduction & Recycling – Recycling Trailers	$30,000.00
City of Alamo – Source Reduction & Recycling	$30,000.00
City of Pharr – Source Reduction & Recycling - Curbside Program	$30,000.00
City of San Juan – Source Reduction & Recycling - Salaries	$29,002.80
City of South Padre Island – Source Reduction & Recycling	$30,000.00
City of Donna - Source Reduction & Recycling	$20,000.00
Hidalgo County – Local Enforcement	$16,278.00
City of Weslaco - Source Reduction & Recycling	$0
City of Mission – Source Reduction & Recycling	$0
City of Mission – Education & Training	$0
City of Brownsville – Household Hazardous Waste	$0

If you have any questions or need additional information please do not hesitate to call me.

RE: Contract Legal Review Request

From : Steve Crain <scrain@atlashall.com> Mon, Aug 08, 2016 09:54 AM

Subject : RE: Contract Legal Review Request

To : 'Gaby Garza' <gabriela.garza@co.hidalgo.tx.us>

It is OK.

From: Gaby Garza [mailto:gabriela.garza@co.hidalgo.tx.us]
Sent: Monday, August 08, 2016 9:25 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Contract Legal Review Request

Here you go Mr. Crain.

Thanks!

gaby

Gaby Garza
Planning Analyst I
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, TX 78541
(956) 292-7025 Phone ext.5413
(956) 292-7035 Fax

From: "Steve Crain" <scrain@atlashall.com>
To: "Gaby Garza" <gabriela.garza@co.hidalgo.tx.us>
Sent: Monday, August 8, 2016 9:20:36 AM
Subject: RE: Contract Legal Review Request

That was my primary concern. After it is revised please send me the revised version to review. Thanks.

From: Gaby Garza [mailto:gabriela.garza@co.hidalgo.tx.us]
Sent: Monday, August 08, 2016 8:30 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Rey Salazar <rey.salazar@co.hidalgo.tx.us>
Subject: Re: Contract Legal Review Request

Thank you Mr. Crain. LRGVDC is sending us a revised version today. Do you have any other concerns? Let us know.

Thanks!

gaby

Gaby Garza
Planning Analyst I
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, TX 78541
(956) 292-7025 Phone ext.5413
(956) 292-7035 Fax

From: "Steve Crain" <scrain@atlashall.com>
To: "Gaby Garza" <gabriela.garza@co.hidalgo.tx.us>
Sent: Friday, August 5, 2016 1:15:10 PM
Subject: RE: Contract Legal Review Request

References in numbered paragraph 34-2 to Travis County should be changed to Hidalgo County.

From: Gaby Garza [mailto:gabriela.garza@co.hidalgo.tx.us]
Sent: Friday, August 05, 2016 11:17 AM
To: scrain@atlashall.com
Cc: Rey Salazar <rey.salazar@co.hidalgo.tx.us>; Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>
Subject: Contract Legal Review Request

Good morning Mr. Crain,

Can you please provide your legal review for the attached contract for an LRGVDC Solid Waste Grant? It is scheduled for next week's 8/9/2016 Commissioner's Court. Please do not hesitate to contact us if you need additional info.

thanks!

gaby

Gaby Garza
Planning Analyst I
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, TX 78541
(956) 292-7025 Phone ext.5413
(956) 292-7035 Fax

DATE: August 8, 2016

DEPARTMENT HEAD: Sergio Cruz

2016
Appropriation

AI# 55615

DEPARTMENT NAME: Dept of Budget & Mgmt for Regional Solid Waste Grant FY2016-2017

ACCOUNT NUMBER: 6-1285-421-00-XXX-006-6-XXX

Contact Person: Gabriela Garza **Ph#:** (956) 292-7025 ext. 5413

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1285-421-00-291-006-6- 751	CONST PCT1 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-292-006-6- 751	CONST PCT2 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-293-006-6- 751	CONST PCT3 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-294-006-6- 751	CONST PCT4 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-291-006-6- 610	CONST PCT1 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-292-006-6 610	CONST PCT2 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-293-006-6 610	CONST PCT3 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-294-006-6 610	CONST PCT4 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-115-006-6- 540	RSWG ADVERTISING	3,359.00
6-1285-421-00-115-006-6- 550	RSWG GRANTS PRINTING	1,120.00
	TOTAL EXPENDITURES	**16,278.00**
6-1285-334-10-291-006-6- 000	*CPCT1 Regional Solid Waste Grant - Revenue*	*2,949.75*
6-1285-334-10-292-006-6- 000	*CPCT2 Regional Solid Waste Grant - Revenue*	*2,949.75*
6-1285-334-10-293-006-6- 000	*CPCT3 Regional Solid Waste Grant - Revenue*	*2,949.75*
6-1285-334-10-294-006-6- 000	*CPCT4 Regional Solid Waste Grant - Revenue*	*2,949.75*
6-1285-334-10-115-006-6- 000	*Regional Solid Waste Grant - Revenue*	*4,479.00*
	TOTAL REVENUE	**16,278.00**
	TOTAL BUDGET INCREASE (DECREASE)	**16,278.00**

REASON: To appropriate the FY2016-2017 Regional Solid Waste Grant Program award for a illegal dumping surveillance project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 5, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Lower Rio Grande Valley Development Council pursuant to the inter-local contract agreement between the Lower Rio Grande Valley Development Council and Hidalgo County. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$16,278.00	Regional Solid Waste Grant FY2016-2017 #17-21-G05

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 384TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-55615 **Budget and Management** **19. C.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Gabriela Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Regional Solid Waste Grant (12XX):
1. Discussion, consideration and acceptance of the Regional Solid Waste Grant FY2016-2017 in the amount of $16,278.00 with authority for the County Judge to sign all required documents.
2. Approval of Certification of Revenues by the County Auditor for the Regional Solid Waste Grant FY2016-2017 in the amount of $16,278.00.
3. Approval of 2016 appropriation of funds for the Regional Solid Waste Grant FY2016-2017 in the amount of $16,278.00.

BACKGROUND

Regional Solid Waste Grant will cover equipment and printed materials for a one year period (September 1, 2016 - July 31, 25017).

Contract/Award #17-21-G05, Grant Period 09/1/16 through 7/31/2017.

Reference AI#52444 to apply for grant.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1285-421-00-xxx-006-6-xxx

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

BUDGETARY IMPACT:

No local cash match required.

Attachments

Grant Agreement
Application
Certification Request
email
Award Memo
legal
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2016 08:28 AM

Linda Flores	Linda Flores	08/01/2016 09:15 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Gabriela Garza		Started On: 07/28/2016 08:54 AM
Final Approval Date: 08/05/2016		

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Thursday, July 28, 2016

Subject: Certification of Revenues LRGVDC Solid Waste Grant Award

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor
Deborah Fischer, Grants Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the Lower Rio Grande Valley Development Council - Regional Solid Waste Grants Program FY2016-2017 award scheduled for Commissioner's Court action on 8/9/2016 agenda item 55615.

LRGVDC Contract #	Total Award
17-21-G05	$16,278.00

Program grant information and agreement have been forwarded to Ms. Deborah Fischer for further processing.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

DATE: August 8, 2016

DEPARTMENT HEAD: Sergio Cruz

2016
Appropriation

AI# 55615

DEPARTMENT NAME: Dept of Budget & Mgmt for Regional Solid Waste Grant FY2016-2017

ACCOUNT NUMBER: 6-1285-421-00-XXX-006-6-XXX

Contact Person: Gabriela Garza **Ph#:** (956) 292-7025 ext. 5413

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME	AMOUNT
6-1285-421-00-291-006-6-	751	CONST PCT1 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-292-006-6-	751	CONST PCT2 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-293-006-6-	751	CONST PCT3 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-294-006-6-	751	CONST PCT4 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-291-006-6-	610	CONST PCT1 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-292-006-6	610	CONST PCT2 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-293-006-6	610	CONST PCT3 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-294-006-6	610	CONST PCT4 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-115-006-6-	540	RSWG ADVERTISING	3,359.00
6-1285-421-00-115-006-6-	550	RSWG GRANTS PRINTING	1,120.00
		TOTAL EXPENDITURES	**16,278.00**
6-1285-334-10-291-006-6-	*000*	*CPCT1 Regional Solid Waste Grant - Revenue*	*2,949.75*
6-1285-334-10-292-006-6-	*000*	*CPCT2 Regional Solid Waste Grant - Revenue*	*2,949.75*
6-1285-334-10-293-006-6-	*000*	*CPCT3 Regional Solid Waste Grant - Revenue*	*2,949.75*
6-1285-334-10-294-006-6-	*000*	*CPCT4 Regional Solid Waste Grant - Revenue*	*2,949.75*
6-1285-334-10-115-006-6-	*000*	*Regional Solid Waste Grant - Revenue*	*4,479.00*
		TOTAL REVENUE	**16,278.00**
		TOTAL BUDGET INCREASE (DECREASE)	**16,278.00**

REASON: To appropriate the FY2016-2017 Regional Solid Waste Grant Program award for a illegal dumping surveillance project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Lower Rio Grande Valley Development Council
Inter-local Contract
CONTRACT SIGNATURE PAGE

Contract Name:	**REGIONAL SOLID WASTE GRANTS PROGRAM**	
Contract Number:	17-21-G05	
Performing Party:	Hidalgo County	
Performing Party Identification Number:		
Maximum LRGVDC Obligation: **$ 16,278.00**	Effective Date: September 01, 2016	Expiration Date: July 31, 2017

The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of: the United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperative Act, and Texas Water Code Chapter (§) 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by LRGVDC for its own convenience with 30 days written notice. The purpose of this Agreement is to implement the provisions of §361.014(b) of the Texas Health and Safety Code, regarding the distribution of solid waste disposal fee revenue funds in support of local and regional solid waste projects consistent with the LRGVDC authorized §363.064(b) of the Texas Health and Safety Code Regional Solid Waste Management Plans (RSWMPs), and to update and maintain those plans. To enable the PERFORMING PARTY to carry out or conduct various municipal solid waste management-related services and activities within the PERFORMING PARTY's regional jurisdiction that support the implementation of the RSWMP. To administer an efficient and effective, solid waste grant implementation program.

Parties to the Contract:	**Lower Rio Grande Valley Development Council (LRGVDC)**	**Hidalgo County**
By (Authorized Signature):		
Printed Name:	Ron Garza	Honorable Ramon Garcia
Title:	Executive Director	County Judge
Date of Signature:		
Contract Manager Name:	Marcie Oviedo	Ray Salazar
Contact Numbers:	(956) 682-3841	(956) 292-7025
Finance Representative:	Crystal Balboa	Ray Eufracio

Intergovernmental Cooperative Reimbursement Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Qualifying Conditions
X	Documents Created During the Contract (including any minor contract changes, budget amendments, or COG-Managed Projects approved by LRGVDC in accordance with Contract procedures)
X	Specifications & Standards for Performance
X	Contract Funding
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment 1 - PERFORMING PARTY BUDGET
X	Attachment A – SCOPE OF WORK & DELIVERABLES
X	Attachment B – SCHEDULE OF MAJOR DELIVERABLES

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Inter-Governmental Cooperative Reimbursement Agreement

CONTRACT ACTIVITIES

1. INTRODUCTION
The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY.

2. DESCRIPTION OF ACTIVITIES
The PERFORMING PARTY agrees to follow those administrative procedures identified in this Agreement and in the Regional Solid Waste Grants Program Administrative Procedures, Attachment A, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

3. **Eligibility.** Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:
   - **3-1.** Cities.
   - **3-2.** Counties.
   - **3-3.** Public schools and school districts (does not include Universities or post secondary educational institutions).
   - **3-4.** Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
   - **3-5.** Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

4. **Contract Amendments**: This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment 1) reflect all changes and amendments.

5. **Contract Documents**: The working documents, presented in order of preference, are:
   - **5.1.** This LRGVDC Grant Agreement.
   - **5.2.** PERFORMING PARTY'S Budget Form (Attachment 1).
   - **5.3.** Work Program - Deliverables (Attachment A).

III. CONTRACT FUNDING

6. **Budget Category Expense Standards and Adjustments.** The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment 1). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment 1. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.
   - **6-1.** The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.
   - **6-2.** Amendments to the budget contained in Attachment 1 shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

7. **Budget Category Expense Records and Documentation.** The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation shall be conducted per the UGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.

7-1. Personnel/Salary. The PERFORMING PARTY's employee positions covered in this Agreement are set forth in Attachment 1.

7-1-1. Time sheets that have been signed and approved.

7-2. Travel. PERFORMING PARTY should maintain onsite travel documentation which, at a minimum, is consistent with LRGVDC Travel Operating Procedures and which identifies the purpose of the travel, supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc. Such travel documentation should be submitted upon request.

7-3. Supplies. Expenses included under the Supplies expense category of the budget set forth in Attachment 1, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than $1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.

7-3-1. Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.

7-4. Equipment. Expenses included under the Equipment expense category of the budget set forth in Attachment 1, shall be for non-construction related, tangible, personal property having a unit acquisition cost of $5,000, or more with an estimated useful life of over one year.

7-4-1. PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment 1.

7-4-2. Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.

7-5. Contractual. Expenses included under the Contractual expense category of the budget set forth in Attachment 1, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.

7-5-1. No expenses included under the contractual expense category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment 1.

7-5-2. The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the UGMS.

7-5-3. No expenses included under the contractual expenses category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.

7-5-4. Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.

7-5-5. All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.

7-6. Other Expenses. All expenses under the "Other" expense categories of the budget set forth in Attachment 1 shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.

7-6-1. No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than $5,000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment 1. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.

7-6-1-1. Books and reference materials.

7-6-1-2. Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues

for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment 1 to this Agreement, must be pre-approved individually, in writing, by the LRGVDC).

7-6-1-3. Subscriptions, only insomuch as they relate directly to the performance of activities under this Agreement.

7-6-1-4. Postage, telephone, FAX, and utilities expenses.

7-6-1-5. Printing and reproduction expenses.

7-6-1-6. Advertising and public notices.

7-6-1-7. Registration fees and other staff training costs (fees and training costs for persons not employed by the PERFORMING PARTY, unless listed in Attachment 1, must be approved individually by the LRGVDC).

7-6-1-8. Repair and maintenance costs.

7-6-1-9. Office furniture, not falling under the definition of equipment under this Article.

7-6-1-10. Space and equipment rentals.

7-6-1-11. Signs.

7-6-1-12. Additional Other expenses listed in Attachment 1 to this Agreement.

7-6-1-13. Education and outreach materials used to promote responsible municipal solid waste management practices and planning.

7-6-2. The PERFORMING PARTY shall ensure that expenditures charged under the "Other" expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.

7-7. Additional Expense Records. If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

8. REIMBURSEMENT PAYMENT METHOD. The PERFORMING PARTY shall submit a Request for Reimbursement voucher, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.

8-1. The PERFORMING PARTY must submit the Request for Reimbursement vouchers if costs have been incurred. They should be submitted with the required progress reports and results reports However, according LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.

8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.

8-3. The PERFORMING PARTY must submit prior notification and approval by the LRGVDC for any changes in personnel whose salaries will be funded under this contract.

8-4. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.

8-5. The contract prohibits any reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by the LRGVDC. Prior to authorizing any out-of-state travel by a PERFORMING PARTY, the LRGVDC must obtain written approval from TCEQ to provide such authorization.

8-6. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with UGCMS, the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the Uniform Grant and Contract Management Standards under UGCMS.

IV. CONTRACT ACTIVITIES

9. The work identified herein is subject to the guidelines as directed in Attachment A, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.

10. A project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment A:

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.
    - **11-1.** The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records on the use of any vehicles being used for the Program and originally purchased for the program.
    - **11-2.** The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.
    - **11-3.** Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.
    - **11-4.** The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.
    - **11-5.** The PERFORMING PARTY shall prepare and submit to the LRGVDC monthly, a written progress report concerning performance under this contract documenting accomplishments and units of work performed under Attachment C: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with.
    - **11-6.** The PERFORMING PARTY shall prepare and submit to the LRGVDC, the summary Pass-Through Grant Expenditure report and the request for reimbursement vouchers and appropriate backup must be submitted monthly.
    - **11-7.** The PERFORMING PARTY shall prepare and submit to the LRGVDC Report(s) Identifying Chronic Illegal Dumpsites that are ¼ acre in size or larger, their general description, exact location, boundary information in feet, length, width, and height if applicable and photos of the sites located.
    - **11-8.** In addition, the PERFORMING PARTY must submit to the LRGVDC a results report each quarter. The results report will include quantifiable measurements or reasonable estimations of the project outcomes.
    - **11-9.** All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment A: Schedule of Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically cover reporting

on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

VIII. OTHER REPORTS

14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.

14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY one week in advance of such requests for oral reports. Note that the committee typically meets quarterly. (See Attachment B)

IX. SPECIAL TERMS AND CONDITIONS

15-1. Availability of Funds. It is the understanding of the parties that the source of the funds provided by the LRGVDC is the Solid Waste Disposal and Transportation Fees, as proscribed in Texas Health and Safety Code §363.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code §363.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account. The PERFORMING PARTY shall place this notice in all subgrants and subcontracts.

15-2. PERFORMING PARTY agrees that the purpose of this Agreement is to provide a grant to financially assist PERFORMING PARTY in performing and creating the Work as its own project and therefore, PERFORMING PARTY is not a "vendor" of goods and services within the meaning of Texas Government Code Chapter 2251.

15-3. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the LRGVDC, are not eligible to receive subgrant funding from the PERFORMING PARTY. The PERFORMING PARTY shall allow a potential subgrant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the PERFORMING PARTY with documentation of payment of the fees, such as a canceled check or receipt from the state, the PERFORMING PARTY may consider that applicant to be eligible to receive subgrant funding under this agreement.

15-4. Local and regional political subdivisions that are barred from participating in state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission –TBPC) Regulations, are not eligible to receive subgrant funds from the PERFORMING PARTY.

15-5. The activities funded under this Agreement, both projects conducted by the PERFORMING PARTY or as a part of a subgrant, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- **15-5-1.** §361, §363, and §364 of the Texas Health and Safety Code.
- **15-5-2.** Title 30 TAC §330, Subchapter O, LRGVDC Rules.
- **15-5-3.** Title 30 TAC §14, LRGVDC Rules.
- **15-5-4.** The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 - 5.167, (collectively, "UGMS").
- **15-5-5.** Title 1 TAC §5.85-5.86, Governor's Office Regulations.
- **15-5-6.** General Appropriations Act, 81st Legislature.
- **15-5-7.** Pursuant to §391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

16-1. Contract Period. The Contract begins on the Effective Date and ends on the Expiration Date as provided on

the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

16-2. **Renewal and Extension Period.** The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

17-1. "Include." The word "include" and all forms such as "including" shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

18. FUNDS

18-1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.

18-1-1. Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.

18-2. **Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page.

18-3. **Grants.** If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

19-1. **Conforming Activities.** LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.

19-2. **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of December 18, 2007 is http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. LRGVDC Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements apply when federal funds are included in the reimbursement.

20. REIMBURSEMENT

20-1. **Contract for Reimbursement.** The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.

20-2. **Reimbursement Request Deadline.** A minimum of 25% of the grant must be expended each quarter. Performing Party shall submit final requests for payment to LRGVDC prior to **July 31, 2017.**

20-3. **Reimbursement Requests.** Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.

20-4. **Travel, Other Costs.** Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only based on receipts in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

20-5. **Supporting Records.** Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.

20-6. **Conditional Payments**. Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.

20-7. **Historically Underutilized Businesses**. Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

22-1. **Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.

22-2. **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

22-3. **Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

23-1. **Performing Party's Responsibility for the Contract Activities**. Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.

23-2. **Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.

23-3. **Performing Party's Responsibility for Subcontractors**. All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.

23-4. **No Third-Party Beneficiary.** The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party, and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

26-1. **Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or possession of the

intellectual property. Performing Party shall obtain and furnish to LRGVDC: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for LRGVDC non-commercial purposes, and other purposes of the State of Texas.

26-2. **Grant of License**. Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

27-1. **Time is of the Essence**. Performing Party's timely performance is a material term of this Contract.

27-2. **Delays**. Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

28-1. **Termination for Cause**. LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.

28-2. **Termination for Convenience.** LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

28-3. If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

29-1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

29-2. **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

30-1. **Payment not a Release.** Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.

30-2. **Schedule of Remedies available to the LRGVDC.** In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:

30-2.1. Issue notice of nonconforming performance;

30-2.2. Reject nonconforming performance and request corrections without charge to the LRGVDC;

30-2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

30-2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;

30-2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;

30-2.6. Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.

30-3. Notwithstanding Section 16.2, no adverse action shall be taken against the Performing Party, unless the non-conformity is material to the contract, the Performing Party has been notified of the non-conformity, and the Performing Party has been given a reasonable opportunity to correct the non-conformity.

30-4. **Cumulative Remedies.** LRGVDC rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

31-1. **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

31-2. **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

32-1. **Authority for Indirect Cost Rates.** The Performing Party shall comply with the UGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.

32-2. **Indirect Cost Rate of Contract Activities.** The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.

32-3. **Application Indirect Cost Rate, Councils on Government.** A regional planning commission may not spend more than 15% (fifteen percent) of its total expenditures, less capital, on indirect costs. This 15% (fifteen percent) restriction applies to the Authorized Expense Budget in this Agreement for each fiscal year, even if

the Cognizant or Coordinating agency approves a rate greater than 15% (fifteen percent). Where an indirect cost exceeds 15% (fifteen percent), the regional planning commission will credit the LRGVDC by reducing indirect charges on a pro rata basis in the subsequent fiscal year.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

34. MISCELLANEOUS

34-1. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

34-2. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County. This provision does not waive LRGVDC's sovereign immunity.

34-3. **Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.

34-4. **Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.

34-5. LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

34-6. **Survival of Obligations.** Except where a different period is specified in this agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.

34-7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.

34-8. **Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

PROJECT REPRESENTATIVES/RECORDS LOCATION

ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

Marcie Oviedo
(Name)
Director of Regional Planning
(Title)
Lower Rio Grande Valley Development Council
301 W. Railroad Street
Weslaco, TX 78596

Telephone No.: (956) 682-3481
Facsimile No.: (956) 682-3295
E-mail: moviedo@lrgvdc911.org

ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:
Ray Eufracio
(Name)
Hidalgo County Auditor
(Title)
2808 S. Bus. Hwy 281
(Mailing Address)
Edinburg, Texas 78539
(City) (State) (Zip Code)

Telephone No.: (956) 318-2511
Facsimile No.: (956) 292-7035
E-mail: ray.eufracio@co.hidalgo.tx.us

For Contractual Matters:
Honorable Ramon Garcia
(Name)
County Judge
(Title)
100 E. Cano Street 2nd Floor
(Mailing Address)
Edinburg, Texas 78539
(City) (State) (Zip Code)

Telephone No.: (956) 318-2600
Facsimile No.: (956) 318-2699
E-mail: countyjudge@co.hidalgo.tx.us

ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Rey Salazar
(Name)
Director
(Title)
2808 S. Bus. Hwy 281
(Mailing Address)
Edinburg Texas 78539
(City) (State) (Zip Code)

Telephone No.: (956) 292-7025
Facsimile No.: (956) 292-7035
E-mail: rey.salazar@co.hidalgo.tx.us

Attachment 1

BUDGET CATEGORY	FUNDING AMOUNT
Personnel / Salaries *N/A*	**$**
Fringe Benefits *N/A*	**$**
Travel *N/A*	**$**
Supplies *N/A*	**$**
Equipment *N/A*	**$**
Construction *N/A*	**$**
Contractual *N/A*	**$**
Other Batteries - $25.00 pack of 12 AAx16 = 400.00 Camera security enclose - $70.00x8 = 560.00 Python Master locks - $25.00x8 = 200.00 SanDisk 64 GB memory card - $60.00x8 = 480.00 Printing = 1,120.00 Signage – 8 Area Roadway surveillance signs ($69.87 each) = 559.00 Advertising Public service announcements = 3,359.00 (8) Reconyx Surveillance Camera 1,200x8 = 9,600.00	**$ 16,278.00**
Indirect Charges	**$**

TOTAL FUNDING $ 16,278.00

Attachment A:

Work Program of Tasks to be completed by PERFORMING PARTY

GOAL: **The PERFORMING PARTY will Curtail Illegal Dumping.**

Objective 1: **BEGIN PROCESS TO PURCHASE (8) RECONYX SURVEILLANCE CAMERAS**

1) Task/Deliverable: The County of Hidalgo will formulate a Communication Strategy and will collaborate with Public Affairs Division to develop draft educational material and imagery. Commence upon grant award notice and finalize within 60 days.
2) Task/Deliverable: The County will distribute print material and broadcast Public service announcements. Commence upon finalization of education context and imagery and within 90 days of grant award notice.
3) Task/Deliverable: Develop a database of key activities for the evaluation of program results. Commence upon grant award notice and finalize within 30 days.
4) Task/Deliverable: Coordinate community forums with advocacy groups.
5) Task/Deliverable: Collaborate with Law Enforcement to develop an Illegal dumping Interdiction Plan and procure and install surveillance cameras at targeted illegal dumping hot spot areas. Also Establish targeted Law enforcement nighttime patrols as known illegal dump sites. 60-90 days after grant award.
6) Task/Deliverable: Utilize GIS mapping technology to identify chronic dumping areas for future prevention and surveillance operations. 90-120 days after grant award notice.

Objective 2: **REPORT ON PROGRESS AND RESULTS OF PROGRAM**

1) Task/Deliverable: The project Coordinator will measure and document the following: 1) sites identified (defined by size as small isolated or large chronic); 2) number of complaints received; 3) number of sites found; 4) warning citations; 5) court cases tried and concluded; 6) number of convictions; 7) fines and dollar amounts of fines; 8) number of dump sites cleaned up through enforcement action and weight or cubic yards removed; 9) number of training activities attended and conducted; 10) the number of participants targeted by local enforcement activities; 11) quantities of media coverage; 12) distribution amounts of public information and/or educational materials; 13) descriptions of promotional events/public meetings including attendance. The documented information should be included in the Pass-Through Grant Summary Report. Financial documentation should also be included and submitted monthly in the Summary of Pass-Through Grant Expenditures and the Request for Reimbursement.

2) Task/Deliverable: Submission of the End of Contract Results Report and Final Summary Report, using the Results Monitoring Report Forms. Deliverable 3: The Project Coordinator will submit the final summary report, using the Pass-Through Grant Summary Report and the final results report, using the Results of Grant Funded Project Report.

   Completion Time Frame: Submit the end of contract report by July 31, 2017.

3) Task/Deliverable: The Project Coordinator will submit Follow-up Reports using the applicable forms as determined by the LRGVDC. The Project Coordinator will submit Follow-up Reports using the applicable forms to be determined and as requested by the LRGVDC.

4) Task/Deliverable: City of San Juan will present an oral report to the LRGVDC SWAC Committee to inform them on the status of project.

   Completion Time Frame: Submit the Follow-up Reports as determined and requested by the LRGVDC.

Attachment B:

FY 2016/2017 Schedule of Major Deliverables for Solid Waste Grants

Deliverable	Due Date
1. Contract Term	September 1, 2016 through July 31, 2017
2. Solid Waste Advisory Committee	Meets quarterly, Therefore you will be notified one week in advance to be present to give an oral report on project status.
3. Progress Reports Must be mailed/emailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	**Due Monthly** September 2016 – Due October 10, 2016 October 2016 – Due November 10, 2016 November 2016 – Due December 10, 2016 December 2016 – Due January 10, 2017 January 2017 – Due February 2017 February 2017 – Due March 10, 2017 March 2017 Due April 10, 2017 April 2017 – Due May 10, 2017 May 2017 – Due June 10, 2017 June 2017 – Due July 10, 2017 July 2017 – Due August 10, 2017 August 2017- Due September 10, 2017 *Make sure you maintain reports after May because TCEQ will ask for follow-up reports.
4. Result Reports Must be mailed/emailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	**Due Quarterly** December Quarterly Report – Due December 10, 2016 March Quarterly Report –Due March 10, 2017 June Quarterly Results Report – Due June 10, 2017 September Quarterly Report – Due September 10, 2017
5. Follow Up Results Report	**Due Once a Year** Results due to TCEQ – October 15, 2017 Follow up Results – September 15, 2018
6. Reimbursements Please mail in original paper work on the reimbursements.	**As Necessary** Minimum of 25% percent of the grant must be expended each quarter and submitted for reimbursement. Failure to submit reimbursement request as spent will be basis for de-obligation of funds.

- Please keep in mind that it is the applicant's responsibility to comply with contract. No reminders or notices will be sent out to request any reports due to the LRGVDC.

Lower Rio Grande Valley Development Council Program Contacts:
Marcie Oviedo – Director of Regional Planning – (956) 682-3481 ext. 161 moviedo@lrgvdc911.org
Ludy Saenz – Assistant Director – (956) 682-3481 ext. 153 lsaenz@lrgvdc911.org
Brenda Salinas – Technician III – (956) 682-3481 ext. 123 bsalinas@lrgvdc911.org

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

Zimbra **gabriela.garza@co.hidalgo.tx.us**

FW: Hidalgo County's - Contract # 17-21-G05

From : Marcie Oviedo <moviedo@lrgvdc911.org> Thu, Aug 04, 2016 11:58 AM

2 attachments

Subject : FW: Hidalgo County's - Contract # 17-21-G05

To : Gaby Garza <gabriela.garza@co.hidalgo.tx.us>

Cc : Brenda Salinas <bsalinas@lrgvdc911.org>

Gaby,

I am forwarding the email sent with this contract, I don't believe there is a letter. I have also attached the Contract that was sent for signature, the budget details what the funds are for. I have also attached the project summary form that was submitted to TCEQ for approval. What happened is this project was the last one that was funded and $16,278. Was all that was left, so we asked the applicant to adjust figures on what was actually going to be purchased with grant funds. I don't think there is a single item over $5,000. Which is considered equipment and that would have to be tagged and inventoried for at least 6 years. Of course we will be asking for reports on where the cameras are placed and results of this project. I will forward the reporting forms, just in case you don't already have them. Hope this answers your questions, if not just email or give me a call. Thanks.

Marcie Oviedo, Director of Regional Planning
LRGVDC
301 W. Railroad
Weslaco, TX 78596
956-682-3481 Ext.161
Cell – 956-369-7902

From: Brenda Salinas
Sent: Monday, July 25, 2016 12:48 PM
To: Rey Salazar <rey.salazar@co.hidalgo.tx.us>
Cc: Marcie Oviedo <moviedo@lrgvdc911.org>; Ludy Saenz <lsaenz@lrgvdc911.org>
Subject: Hidalgo County's - Contract # 17-21-G05

Good Afternoon,

Attached please find Hidalgo County's Solid Waste Contract #17-21-G05 effective to begin on September 01, 2016. Please print and review carefully. We will need for you to print 2 two originals and have both of them signed by the person authorized in the contract. Soon after please mail or deliver both contracts to the LRGVDC attention: Brenda Salinas and we will have the Executive Director sign both. Once executed we will give you one original and the LRGVDC will keep the other original. If you have any questions you may contact me.

Thank you,

Brenda Salinas
Regional Planning Department
Lower Rio Grande Valley Development Council
301 W. Railroad St.
Weslaco, TX 78596
956.682.3481 ext. 123 - office
956.682.3295 - fax
bsalinas@lrgvdc911.org
www.lrgvdc.org

17-21-G05 Hidalgo County.pdf
270 KB

DOC080416.pdf
983 KB

Lower Rio Grande Valley Development Council

Mayor Tony Martinez, Brownsville.....President
Mayor Celeste Sanchez, San Benito.....1st Vice-President
Hon. Norma G. Garcia, Member-at-Large.....2nd Vice-President
Mayor Pro-tem Richard Molina, Edinburg.....Secretary
Mayor Ambrosio "Amos" Hernandez, Pharr.....Treasurer
Mayor James E. Darling, McAllen.....Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County

Aurelio "Keter" Guerra
Judge, Willacy County

Pilar Garza
Mayor Pro-tem, Alamo

Irene Munoz
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Alonzo "Al" Perez
Mayor, Elsa

Chris Boswell
Mayor, Harlingen

Joe Contreras
Commissioner, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

San Juanita "Janie" Sanchez
Mayor, San Juan

David Suarez
Mayor, Weslaco

Wanda F. Garza
South Texas College, McAllen

Stella E. Garcia, Ph. D
TSTC, Harlingen

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy Navigation District

Steve Brewer
Member-at-Large

Mayor Pro-tem Eddy Gonzalez
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

Revised Memorandum

TO: SWAC Applicants

FROM: Marcie Oviedo, Director
Regional Planning Dept.

DATE: Friday, August 5, 2016

SUBJ: FY 2016/2017 Solid Waste Implementation Projects Funding List

The Solid Waste Advisory Committee met on January 05, 2016 to review and rank Solid Waste Grant Applications. Below please find the Revised Solid Waste Implementation Projects Funding List.

Applicants	Funded Amount
City of Los Indios – Source Reduction & Recycling	$5,000.00
City of Alton – Source Reduction & Recycling – Recycling Technician	$29,955.20
City of Pharr – Source Reduction & Recycling – Recycling Trailers	$30,000.00
City of Alamo – Source Reduction & Recycling	$30,000.00
City of Pharr – Source Reduction & Recycling - Curbside Program	$30,000.00
City of San Juan – Source Reduction & Recycling - Salaries	$29,002.80
City of South Padre Island – Source Reduction & Recycling	$30,000.00
City of Donna - Source Reduction & Recycling	$20,000.00
Hidalgo County – Local Enforcement	$16,278.00
City of Weslaco - Source Reduction & Recycling	$0
City of Mission – Source Reduction & Recycling	$0
City of Mission – Education & Training	$0
City of Brownsville – Household Hazardous Waste	$0

If you have any questions or need additional information please do not hesitate to call me.

The Lower Rio Grande Valley Development Council
In Cooperation with the Texas Commission on Environmental Quality
SOLID WASTE GRANT APPLICATION FORM
Check one: ☑ *FY 16* ☐ *FY 17*
Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant Information	
Applicant/Receiving Party: County of Hidalgo	Department/Division: Department of Budget and Management
Primary Project Contact - Authorized Representative: Sergio Cruz	Project Contact Title: Hidalgo County Budget Officer
Street Address (No PO Boxes) 2818 S. Bus. Hwy 281	Primary Project Contact's Direct Telephone/Fax: 956-292-7025 ext. 5426
City State Zip Code Edinburg Texas 78539	Email Address sergio.cruz@co.hidalgo.tx.us
Primary Financial Contact - Authorized Representative: Ray Eufracio	Financial Contact Title: Hidalgo County Auditor
Street Address (No PO Boxes) 2808 S. Bus. Hwy 281	Primary Financial Contact's Direct Telephone/Fax: 956-318-2511
City State Zip Code Edinburg Texas 78539	Email Address ray.eufracio@co.hidalgo.tx.us

Other Participating Entities - Regional Projects - New Projects

New Projects - All new projects never been funded automatically receive 10 points.

☑ Yes (up to 10 points in scoring) ☐ No (0 points)

Grant/Project Information (Pick ONE Category Only)

____ Source Reduction and Recycling ____ Education and Training	✓ Other
Proposed Funding: (Stay within funding caps) Grant Request: $ 20,240 Applicant's Match: ____ Total Project Amount: $ 20,240	**Estimated Project Timeframe:** (How many months will it take to complete project?) 12 months

BRIEF Project Description: *(Describe your project in 10 words or less.)*
The development of an Illegal Dumping Education and Prevention Program

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal. *(The person signing application must be designated in the Resolution.)*

Typed/Printed Name: Sergio Cruz	Title: Hidalgo County Budget Officer
Signature:	Date Signed: 12/8/2015

Certifications:
In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help LRGVDC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**
   The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**
   Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that LRGVDC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. **Governmental Status**
   Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:
   a. City
   b. County
   c. Public school district (not including Universities or post secondary educational institutions)
   d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
   e. Council of Government

4. **Conformance to Standards**
   The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. **Solid Waste Fee Payments**
   Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. **Consideration of Private Industry**
   The following certification only applies if the project is under one of the following grant categories:
   a. Source Reduction and Recycling
   b. Citizens' Collection Stations and "Small" Registered Transfer Stations
   c. A demonstration project under the Educational and Training Projects category

   Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

7. **Consistency with Regional Solid Waste Management Plan Amendment**
   Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations LRGVDC's adopted regional solid waste management plan amendment.

8. **Technical Feasibility**
   Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. **Costs Reasonable and Necessary**
   Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlines in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. **Certification by Law Enforcement Programs**
    If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and LRGVDC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. **Compliance with Standards Pertaining to Real Property and Equipment**

   Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. **Participation in LRGVDC/TCEQ Surveys and Reporting**

   Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from LRGVDC or the TCEQ for information on municipal solid waste management activities.

3. **Compliance with Progress and Results Reporting Requirements**

   Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to LRGVDC on a schedule established by LRGVDC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide LRGVDC with a follow-up results report approximately one to two years after the end of the grant term.

4. **Financial Management**

   Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by LRGVDC.

5. **Compliance with Americans with Disabilities Act**

   Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. **Compliance with the Single Audit Act**

   Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. **Compliance with Program and Fiscal Monitoring**

   Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Grant Budget Summary

Click Here to Go To Grant Budget Summary Instructions

Budget Categories	Funding Request
1. Personnel (Salary)	0.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than $1,000)	1,640.00
5. Equipment (unit cost of $5,000 or more)	9,600.00
6. Construction	0.00
7. Contractual (other than for Construction)	0.00
8. Other	9,000.00
9. Indirect charges	0.00
TOTAL	**20,240.00**

10. Fringe Benefit Rate:	
11. Indirect Cost Rate:	

1. Personnel (Salary)

Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (%FTE)	Salary Request
					0.00
					0.00
					0.00
					0.00
					0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No personnel grant funds requested

3. Travel

Position	Destination	Purpose	Travel Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No travel grant funds requested

4. Supplies (Unit cost of less than $1,000)

Description	Purpose	Supply Request
Energizer Advance Lithium Batteries	Power supply	400.00
Camera Security Enclosure	To secure and encase the camera system	560.00
Python Master Locks	Provide reinforced security to camera and enclosure	200.00
SanDisk 64 GB Memory Card	Storage of surveillance photos	480.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

The Illegal dumping prevention and surveillance cameras will be powered by 12 AA batteries. In order to maintain the longest power output, without investing in solar panels, we will utilize lithium batteries. Price estimates are $25 per 12 pack. We are requesting 8 cameras and 2 sets of 12 pack AA batteries per camera (16 x $25 = $400). Additional supplies needed consist of 8 metal all weather camera enclosures for added protection and 8 python master locks to secure the camera and enclosure together. Additional supplies requested are 8 64 GB SDHC memory cards for the storing and transmittal of fast action photos.

5. Equipment (Unit price of $5,000 or more)

Description	Purpose	Equipment
Reconyx Surveillance Camera	Prevention of Illegal Dumping	9,600.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

The illegal dumping prevention equipment request consists of 8 cellular enabled security cameras ideal for covert surveillance of people and activities. Its small size makes it easy to conceal, and simple setup is quick to deploy in the field. The cellular module transmits large images in near real time to up to 4 mobile phones and/or 2 email accounts.

6. Construction

Description	Purpose	Sub-Contracted (Y/N)	Construction

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No construction grant funds requested.

7. Contractual

Contractor	Purpose	Contractual

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No contractual grant funds requested

8. Other

Type Other	Description	Purpose	Other Request
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction	Printing of program material	Education and prevention awareness	2,000.00
Advertising/Public Notices	Public Service Announcements	Education and prevention awareness	6,000.00
Signage	Area roadway surveillance notices	Prevention of Illegal Dumping	1,000.00
Training/Registration Fees			
Dues/Membership Fees			
Record Storage			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

Our program seeks to educate and prevent illegal dumping thru the encouragement of residents to take advantage of the resources available to them, instill good habits of responsible solid waste management, boost community support in reporting illegal dumping, and the prevention of littering – with residents working together with the County to build a sustainable environment and caring society. Our award winning County Public Affairs Division will script, direct and produce a 30 second Public Service Announcement for broadcast on newsprint and local spanish/english TV stations. We will also develop spanish/english print material and posters at high traffic county facilities, community resource centers and clinics. Additionally, we will also conduct community forums with our colonia communities to raise awareness and distribute targeted educational materials. Complementing our program will be spanish/english notices and signage throughout known hot spots notifying potential violaters that the area is under surveillance. County currently has existing contracts with related vendors and obtained pricing from prior purchase orders.

Type Other (Cont.)	Description	Purpose	Unit Cost	No. of Units	Other Request
Recycling Bins					0.00
Recycling Bins					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Computer Hardware					0.00
Computer Software					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Promotional Item					0.00
Promotional Item					0.00
Promotional Item					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Additional Other					0.00
Additional Other					0.00
Additional Other					0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

No other type grant funds requested

Project Merits and Need *(Up to 45 Points): PLEASE LIMIT YOUR PROJECT NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Project Title: Hidalgo County Illegal Dumping Education and Prevention Program

Program Objective and Summary (use all four boxes if necessary): Give a Summary of the project. List specific objectives. Provide a scope of work with schedule of deliverables for the proposed project or program. As concisely as possible, provide tasks, describe the major steps, identify responsible entities and establish a specific time frame. Suggested format for scope of work:

See attached narrative titled "Hidalgo County Illegal Dumping Education and Prevention Program"

Task 1: Formulate a Communication Strategy

a. Activity: Collaborate with Public Affairs Division to develop draft educational material and imagery
Schedule of activity: Commence upon grant award notice and finalize within 60 days.

b. Activity: Distribute print material and broadcast Public Service Announcements
Schedule of activity: Commence upon finalization of education context and imagery and within 90 days of grant award notice.

c. Activity: Develop a database of key activities for the evaluation of program results
Schedule of activity: Commence upon grant award notice and finalize within 30 days.

d. Activity: Coordinate community forums with advocacy groups
Schedule of activity: Commence upon finalization of education context and imagery and within 90 days of grant award notice.

Task 2: Collaborate with Law Enforcement to develop an Illegal Dumping Interdiction Plan

a. Activity: Procure and install surveillance cameras at targeted illegal dumping hot spot areas.
Schedule of activity: 60 - 90 days after grant award notice

b. Activity: Establish targeted Law Enforcement nighttime patrols at known illegal dump sites
Schedule of activity: 60 - 90 days after grant award notice

c. Activity: Utilize GIS mapping technology to identify chronic dumping areas for future prevention and surveillance operations
Schedule of activity: 90-120 days after grant award notice

Project Service Area: *(Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)*

The Hidalgo County Illegal Dumping Education and Prevention Program will cover and affect the entire county.

Public Information: *(How will your project be publicized? How will the public be involved in your project?)*

Our Illegal Dumping Education and Prevention Program will be publicized in Spanish and English by our Public Affairs Division on television, newspaper, radio, social media and posters throughout our county facilities and citizen collection stations.

Project Status/Feasibility: *(Include progress or agreements made regarding this project so far, as well as staff qualifications. Indicate whether this is a startup or existing project. Briefly describe how project effectiveness will be measured.)*

The reduction of illegal dumping and the enforcement of penalties is a priority for our County Judge and Precinct Commissioners as evidenced in the number of Community Clean up held every year. In 2015, not counting clean ups attributed to illegal dumping, Hidalgo County conducted over 60 Community Clean ups. The clean ups have helped alleviate residents from stockpiling trash which may have ended up being dumped illegally. Our County Constables have also developed tactical methods to deter illegal dumping by establishing more presence in hot spot areas. However, due to shift changes, calls for service and delayed response time they can't be there all the time. Targeted education and targeted prevention techniques, such as thru the installation of surveillance cameras are a successful alternative. With the assistance of our District Attorney's Office, we hope to finalize and implement our litter abatement policies, which streamline the prosecution of persons found guilty of dumping illegally.
Project effectiveness will be measured by statistics relating to the following

% reduction of illegal dumping in hot spots
# of complaints received regarding illegal dumping
# of citations issued attributed to surveillance cameras
# of illegal dumping investigations conducted
# of convictions attributed to illegal dumping
$ of illegal dumping penalties and fines collected

Local Match and Commitment *(Up to 30 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Intention to Sustain the Project (use all four boxes as necessary): *(Describe how applicant intends to sustain the project or program after grant funding is exhausted.)*
Hidalgo County is committed to improving our Solid Waste Program efforts. Thru the careful analysis, reporting and evaluation of key program measures and statistics, the Department of Budget and Management will assess program effectiveness. These metrics in turn will serve to outline potential returns on future program investments. Saving achieved by way of reduced tipping fees attributed to illegal dumping and increased revenues attributed to illegal dumping citations can be appropriated towards the continued efforts of the program.

Matching Funds or In-Kind Services (use all four boxes as necessary): *(Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.)*

Hidalgo County will be utilizing In-Kind Services for the development and production of our Illegal Dumping and Prevention Program Public Service Announcement.

Supporting Documentation: *(Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.) Failing to attach supporting documentation listed will make your application incomplete.*

Regional Collaboration *(Up to 15 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE.* Some of the requested information may not be applicable to all proposed projects, contact LRGVDC staff for clarification if necessary. A Regional project is any project that is regional in nature and must be specific as to who they will be collaborating with and submit commitment letters or resolutions to support the project. The more entities involved in the project more points will be received.

Describe in detail all collaborating efforts and submit back your documentation.

Our Illegal Dumping Education and Prevention Program has the received internal support and collaboration from the County Judges Office, Precinct #1, Precinct #2, Precinct #3, Precinct #4, Sheriff's Department, County Constables Office, District Attorney's Office and the Department of Budget and Management.

Poor Performance Deduction *(Subtract 10 points): PLEASE LIMIT TO 1 PAGE. LRGVDC reports will also be used.*

Evaluation of Consistency with Regional Solid Waste Management Plan Amendment: *THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.*

Is proposed project consistent with LRGVDC's regional plan amendment? *(Briefly describe how the proposed project will support the regional plan amendment, indicating which goal is supported.)*

Our proposed project is consistent with the LRGVDC's regional plan amendment. The Illegal Dumping Education and Prevention project we are proposing is consistent with Goal 1. This goal aims to reduce waste generation/disposal and develop responsible waste disposal practices. The specific objective and strategies it meets are:

Objective 1: Stop illegal dumping
Strategy 1.1 Promote public education to reduce illegal dumping and littering
Strategy 1.2 Increase enforcement to prevent illegal dumping

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service
FOR PROJECT TYPES LISTED

THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING

This section is applicable only to the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. *If the proposed project provides a service*, in the space below, list all entities, private and public, in the affected geographic area known to provide a similar or related service. Please attach additional pages if needed.

Private Service Providers Contacted	Telephone	Date Notified	Summary
Republic Services	800-423-7676	12/7/2015	Telephone and email submitted

Have you contacted your County and Neighboring Jurisdictions to see if they provide a similar service?

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary
City of McAllen	Earl Lane	11/23/2015	Telephone and email submitted
City of Edinburg	Ramiro Gomez	12/7/2015	Telephone inquiry

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary
City of Houston			Website research
City of Dallas			Website research

AI-55686 **Budget and Management** **19. D. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Katia Garcia, COMM. PCT. #1

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #1

Information

CAPTION

Pct 1 Rd. Maint. (1200):
1. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Weslaco for the road improvements to 18th Street (FM1015-S. Airport), South Airport Drive (18th St - Mile 5 1/2) and Mile 5 1/2 North (S. Airport - Pleasantview Drive).
2. Approval of 2016 appropriation of funds into Pct 1 Rd. Maint. in the amount of $200,000.00.

BACKGROUND

ICA approved on 6/2/15

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office. Monies receipted under Acct#6-1200-337-00-121-004-0-000 (Receipt#201008)

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/04/2016 08:06 AM
Budget & Management	Veronica Ortiz	08/04/2016 08:42 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Merlen P. Munoz		Started On: 08/03/2016 02:25 PM
Final Approval Date: 08/05/2016		

DATE: August 4, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 1 Rd Maint**

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-121-005-0- 610	PCT1 RD MAINT	GENERAL SUPPLIES	200,000.00
6-1200-337-00-121-004-0-000	*R&B PCT1-WESLACO-AIRPORT,18TH, MILE5 1/2*		*200,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	**200,000.00**

REASON: To appropriate funding for revenues for the ICA with City of Weslaco for Airport, 18th St, Mile 5 1/2 Road Project.

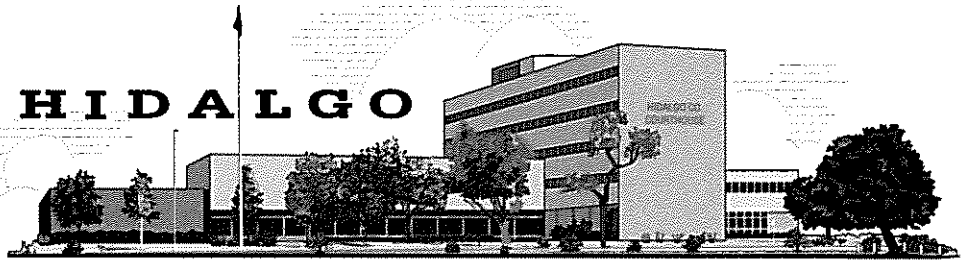
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 8, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the City of Weslaco, Texas for the improvement project to 18th Street from Farm-to-Market 1015 to South Airport Drive, South Airport Drive from 18th Street to Mile 5 ½ North Road and Mile 5 ½ North Road from South Airport Drive to Pleasantview Drive in the amount of $200,000.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/14
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Dina Trevino, Assistant Budget Officer

Date: Thursday, August 04, 2016

Subject: Certification of Revenues Pct 1 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Sergio Cruz, Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the R&B Pct 1 – City of Weslaco revenue received for the road improvement to Airport Drive, 18th St, and Mile 5 ½ North.

The funds were recently receipted into account 6-1200-337-00-121-004-0-000 R&B PCT1-WESLACO-AIRPORT,18TH, MILE5 1/2 in the amount of $200,000.00. (Receipt#201008)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5405.

Nereyda Gonzalez

From: Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]
Sent: Thursday, August 04, 2016 11:44 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: linda fong; Sergio Cruz; becky.luna@auditor.co.hidalgo.tx.us; nereyda.gonzalez@auditor.co.hidalgo.tx.us
Subject: Certification of Revenues Pct. 1 Revenue
Attachments: Certification of Revenues Pct. 1 Revenue.pdf

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Dina Trevino, Assistant Budget Officer

Date: Thursday, August 04, 2016

Subject: Certification of Revenues Pct 1 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Sergio Cruz, Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the R&B Pct 1 – City of Weslaco revenue received for the road improvement to Airport Drive, 18th St, and Mile 5 ½ North.

The funds were recently receipted into account 6-1200-337-00-121-004-0-000 R&B PCT1-WESLACO-AIRPORT,18TH, MILE5 1/2 in the amount of $200,000.00. (Receipt#201008)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5405.

--

Alfredo Esparza
Budget Clerk II
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5409
alfredo.esparza@co.hidalgo.tx.us

AI-55686

Budget and Management
19. D. 1.

CC - REGULAR

Meeting Date:	08/09/2016
Submitted For:	Katia Garcia, COMM. PCT. #1
Submitted By:	Merlen P. Munoz, BUDGET & MANAGEMENT
Department:	COMM. PCT. #1

Information

CAPTION

Pct 1 Rd. Maint. (1200):
1. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Weslaco for the road improvements to 18th Street (FM1015-S. Airport), South Airport Drive (18th St - Mile 5 1/2) and Mile 5 1/2 North (S. Airport - Pleasantview Drive).
2. Approval of 2016 appropriation of funds into Pct 1 Rd. Maint. in the amount of $200,000.00.

BACKGROUND

ICA approved on 6/2/15

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office. Monies receipted under Acct#6-1200-337-00-121-004-0-000 (Receipt#201008)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/04/2016 08:06 AM

Budget & Management	Veronica Ortiz	08/04/2016 08:42 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Merlen P. Munoz Started On: 08/03/2016 02:25 PM

Final Approval Date: 08/05/2016

DATE: August 4, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 1 Rd Maint**

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-121-005-0- 610	PCT1 RD MAINT	GENERAL SUPPLIES	200,000.00 ✓
6-1200-337-00-121-004-0-000	*R&B PCT1-WESLACO-AIRPORT,18TH, MILE5 1/2*		*200,000.00* ✓
		TOTAL BUDGET INCREASE (DECREASE)	**200,000.00**

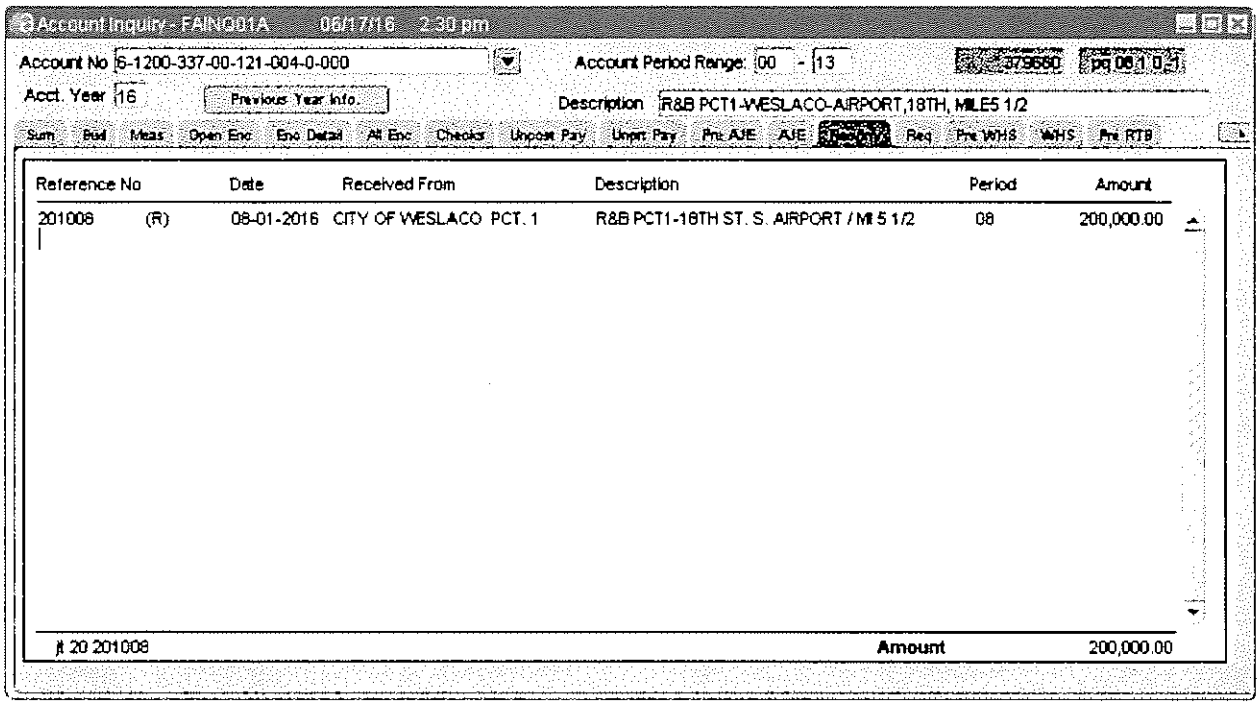
REASON: To appropriate funding for revenues for the ICA with City of Weslaco for Airport, 18th St, Mile 5 1/2 Road Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK


Account Inquiry - FAIN001A 06/17/16 2:30 pm
Account No 6-1200-337-00-121-004-0-000
Account Period Range: 00 - 13
Acct. Year 16
Previous Year Info.
Description R&B PCT1-WESLACO-AIRPORT,18TH, MILE5 1/2
Sum Bud Mnbs Open Enc Enc Detail All Enc Checks Unpost Pay Unpn Pay Pre AJE AJE Rec Req Pre WHS WHS Pre RTB
Reference No Date Received From Description Period Amount
201008 (R) 08-01-2016 CITY OF WESLACO PCT. 1 R&B PCT1-18TH ST. S. AIRPORT / Mi 5 1/2 08 200,000.00
jt 20 201008
Amount
200,000.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 201008

Received From: CITY OF WESLACO PCT. 1 Date 08/01/16

1	001117	R&B PCT1-18TH ST. S. AIRPORT / MI 5 1/2 6-1200-337-00-121-004-0-000	200,000.00

Total: 200,000.00

Check Total	200,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

CITY OF WESLACO

001117

51695 ** COUNTY OF HIDALGO **

001117 07/22/2016

DATE	I.D.	PO #	DESCRIPTION	------ G/L DISTRIBUTION -------	AMOUNT
07/20/2016	4242016		COUNTY OF HIDALGO 18TH STREET S AIRPORT AND MILE 5 1/2 NORTH ROAD		200,000.00

RECEIVED BY
HIDALGO COUNTY [illegible]
2016 JUL 27 PM 3 31

CHECK TOTAL 200,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CITY OF WESLACO

INTEREST & SINKING ACCT
255 S. KANSAS
WESLACO, TX 78596-6158

BBVA COMPASS
WESLACO, TEXAS

001117

07/22/2016 001117

$**200,000.00

VOID AFTER 90 DAYS

PAY: ---- TWO HUNDRED THOUSAND & 00/100 DOLLARS ----

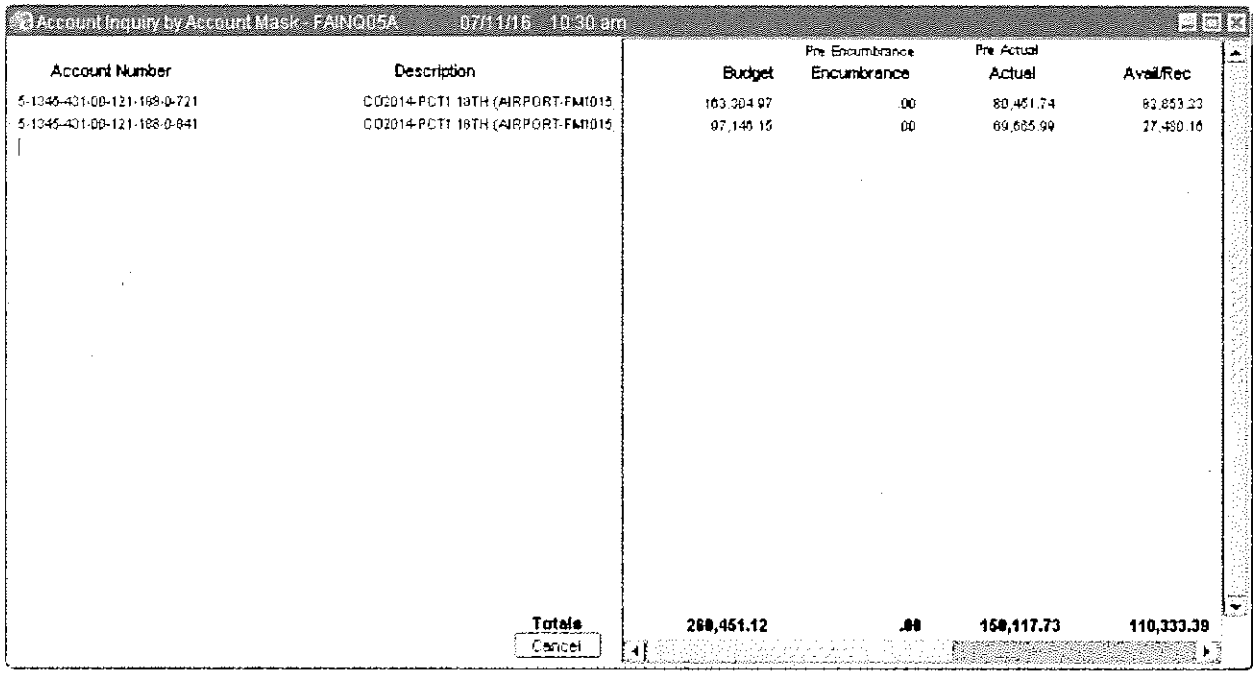
TO: ** COUNTY OF HIDALGO **

David Suarez

Mike R. Perez

Security features included. Details on back.

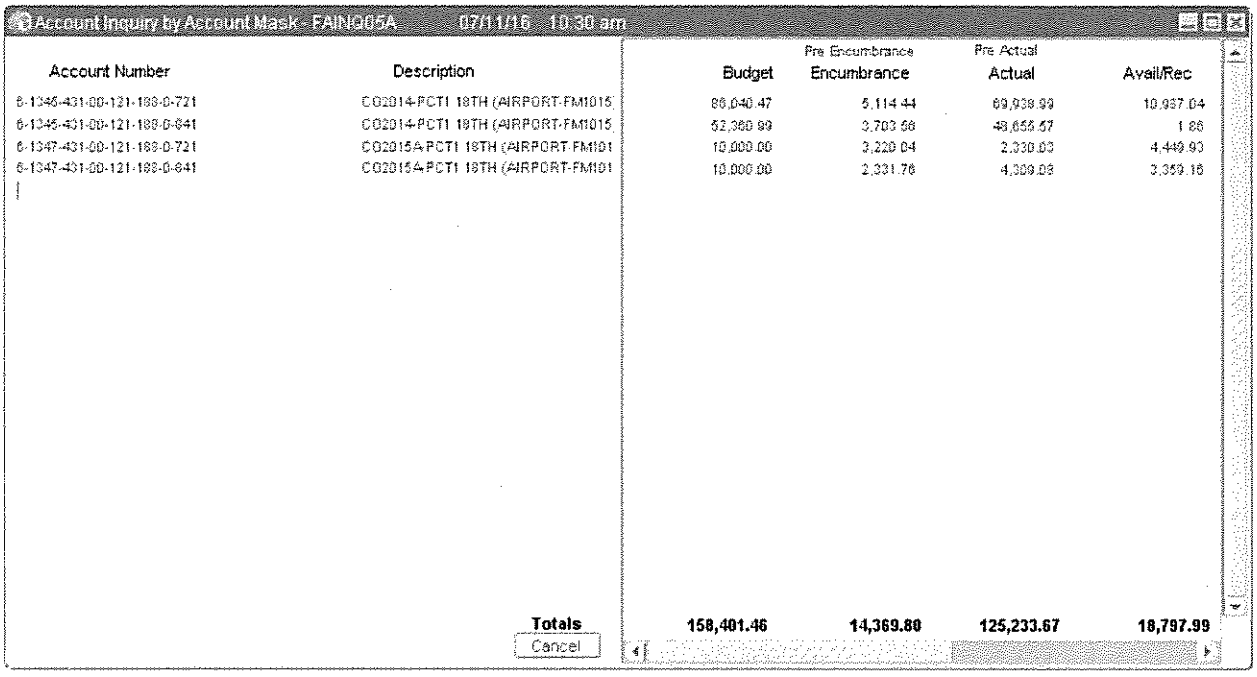
⑈001117⑈ ⑆113010547⑆ ⑈2519185981⑈



U * *

190,117*75+ Exp. year 2015

129,255*67+ Exp. year 2016


Account Inquiry by Account Mask - FAINQ05A 07/11/16 10:30 am
Account Number
Description
Budget
Pre Encumbrance Encumbrance
Pre Actual Actual
Avail/Rec
6-1345-431-00-121-188-0-721 CO2014-PCT1 18TH (AIRPORT-FM1015 86,040.47 5,114.44 69,938.99 10,987.04
6-1345-431-00-121-188-0-841 CO2014-PCT1 18TH (AIRPORT-FM1015 52,360.99 3,703.56 48,655.57 1.86
6-1347-431-00-121-188-0-721 CO2015A-PCT1 18TH (AIRPORT-FM101 10,000.00 3,220.04 2,330.03 4,449.93
6-1347-431-00-121-188-0-841 CO2015A-PCT1 18TH (AIRPORT-FM101 10,000.00 2,331.76 4,309.09 3,359.15
Totals 158,401.46 14,369.80 125,233.67 18,797.99
Cancel

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78599

PH 956.968.8733
FAX 956.969.1417

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

April 27, 2016

City of Weslaco
Attn: Mike Perez, City Manager
225 S. Kansas Ave.
Weslaco, TX 78596

RE: 18th Street (FM 1015 – S.Airport), S. Airport (18th St. – Mile 5 ½), Mile 5 ½ (S.Airport – Pleasantview)

INVOICE

Dear Mr. Perez,

The County of Hidalgo is requesting payment in the amount of $200,000.00 from the City of Weslaco, pursuant to the Interlocal Cooperation Agreement (approved on Commissioner's Court 6/2/15) between the City of Weslaco and the County of Hidalgo for the 18th Street (FM1015 – S. Airport), South Airport Drive (18th St – Mile 5 ½) and Mile 5 ½ North (S. Airport – Pleasantview) Road Improvements Project. The Interlocal Agreement stipulates that the City of Weslaco will pay the County, within thirty (30) days after receipt of such invoice one-hundred percent (100%) of the cost of materials.

Please remit payment to the following:

County of Hidalgo
Attn: Norma Garcia, County Treasurer
2802 South U.S. Hwy. 281
Edinburg, Texas 78539

Attached please find a copy of the interlocal agreement affecting this invoice request. Should you have any questions or concerns, please do not hesitate to contact Katia Garcia at (956) 968-8733.

Sincerely,

Raul Lozano
Hidalgo County Precinct No. 1

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WESLACO, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the 2nd day of June, 2015, by and between the CITY OF WESLACO, TEXAS, hereinafter referred to as "City", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Weslaco is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, 18th Street from Farm-to-Market 1015 to South Airport Drive, South Airport Drive from 18th Street to Mile 5 ½ North Road and Mile 5 ½ North Road from South Airport Drive to Pleasantview Drive are an important and critical integral infrastructure within Hidalgo County (the "Road");

WHEREAS, a portion of the Road is within the corporate limits of Weslaco, while the remaining segment is within Hidalgo County jurisdiction;

WHEREAS, the Road serves as a an integral part of the City/County road system and such improvements to the Road are in the best interest of the County and City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County and City agree that the costs for materials for the Road located within the municipal limits of City and County jurisdiction will be at the City's expense for a

cost not to exceed $200,000. County will provide all labor necessary for improvement of the road at County's sole expense. The probable cost estimate for materials for the improvements to the Road is attached here as Exhibit A.

2. The City consents to County performing the labor within the corporate limits of City.

3. The parties agree that City and County will each inspect and accept the Road prior to declaring the work completed.

4. The parties further agree that upon completion of the improvements, each party shall be responsible for the maintenance and operation of the Road within each party's respective jurisdiction.

5. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.

6. City agrees to pay County the City's portion of the cost of the materials within thirty (30) days after receiving County's invoice for one-hundred percent (100 %) of cost of the materials

7. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

10. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Weslaco:
City of Weslaco
Attention: City Manager
225 S. Kansas Ave. Weslaco, Texas
78596

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

With copy to:
Commissioner A.C. Cuellar, Jr.,
Precinct No.1
1912 Joe Stephens Avenue
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

14. **Assignment.** This Agreement shall not be assignable.

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

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

17. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in

accordance with its terms.

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

19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Termination.** The contract will end 30 days after construction begins.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

THE CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

Frank Garza, City Attorney

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 6/2/15

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to desire to improve 18th Street from Farm-to-Market 1015 to South Airport Drive, South Airport Drive from 18th Street to Mile 5 ½ North Road and Mile 5 ½ North Road from South Airport Drive to Pleasantview Drive through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on June 02, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 6/2/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

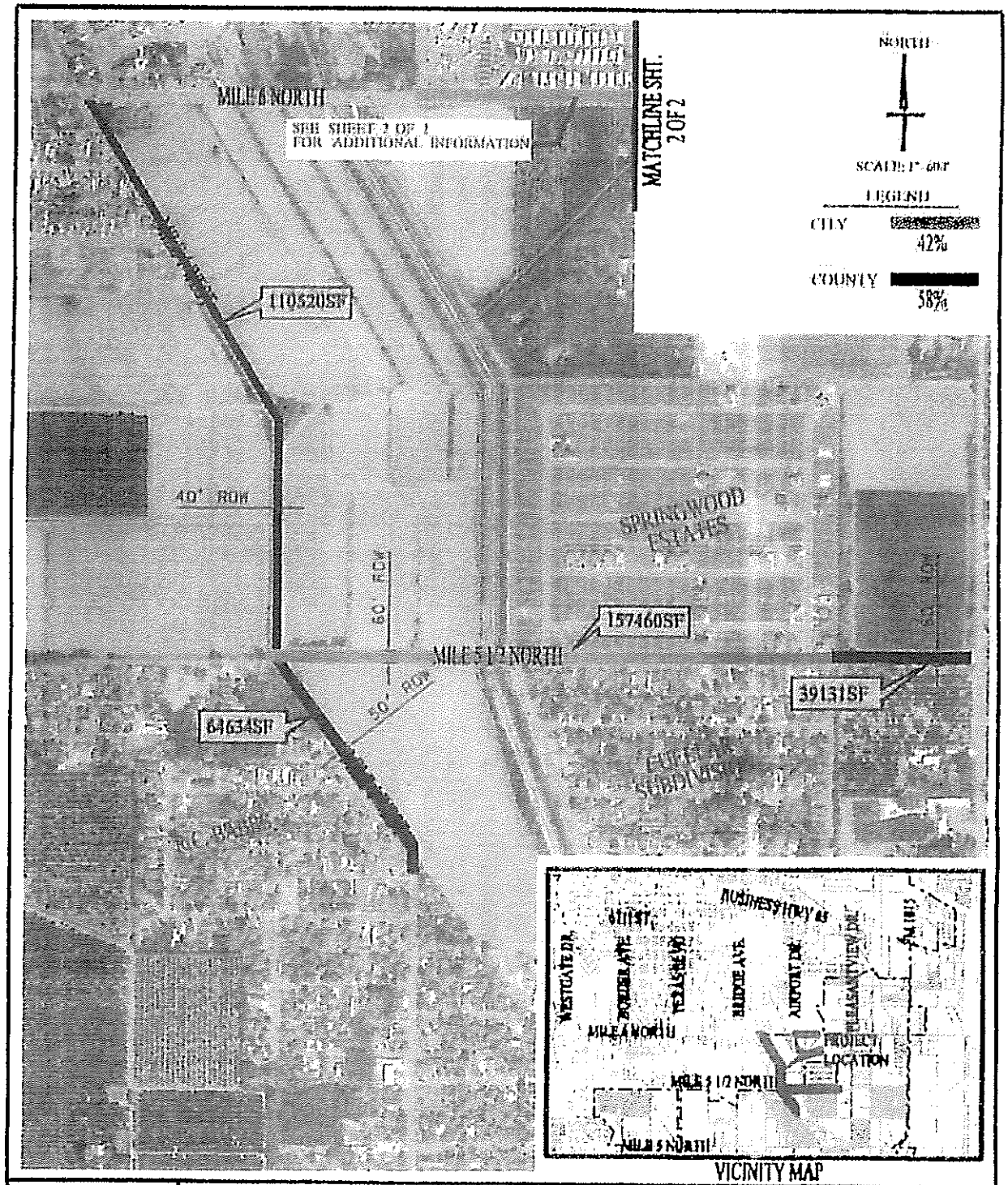
EXHIBIT A

HIDALGO COUNTY PRECINCT NO.1

Mile 6N (FM1015 - S. Airport) & S. Airport (18th. - M 5 1/2 N.) & Mile 5 1/2 N (S. Airport - 3 1/2)

MATERIALS ONLY							
Item No.	Estimated Quantity	Unit	Item Description	Width (LF)	Length (LF)	Unit Price	Total Extension
1	1,540	TONS	Hot mix - Mile 6 North (FM1015 - South Airport)	24	5,250	$ 58.00	$ 89,320.00
2	795	TONS	Hot mix - Mile 5 1/2 N (South Airport Dr. - 3 1/2)	20	3,250	$ 58.00	$ 46,110.00
3	966	TONS	Hot mix - South Airport Dr. (18th St. - Mile 5 1/2 North)	20	3,950	$ 58.00	$ 56,028.00

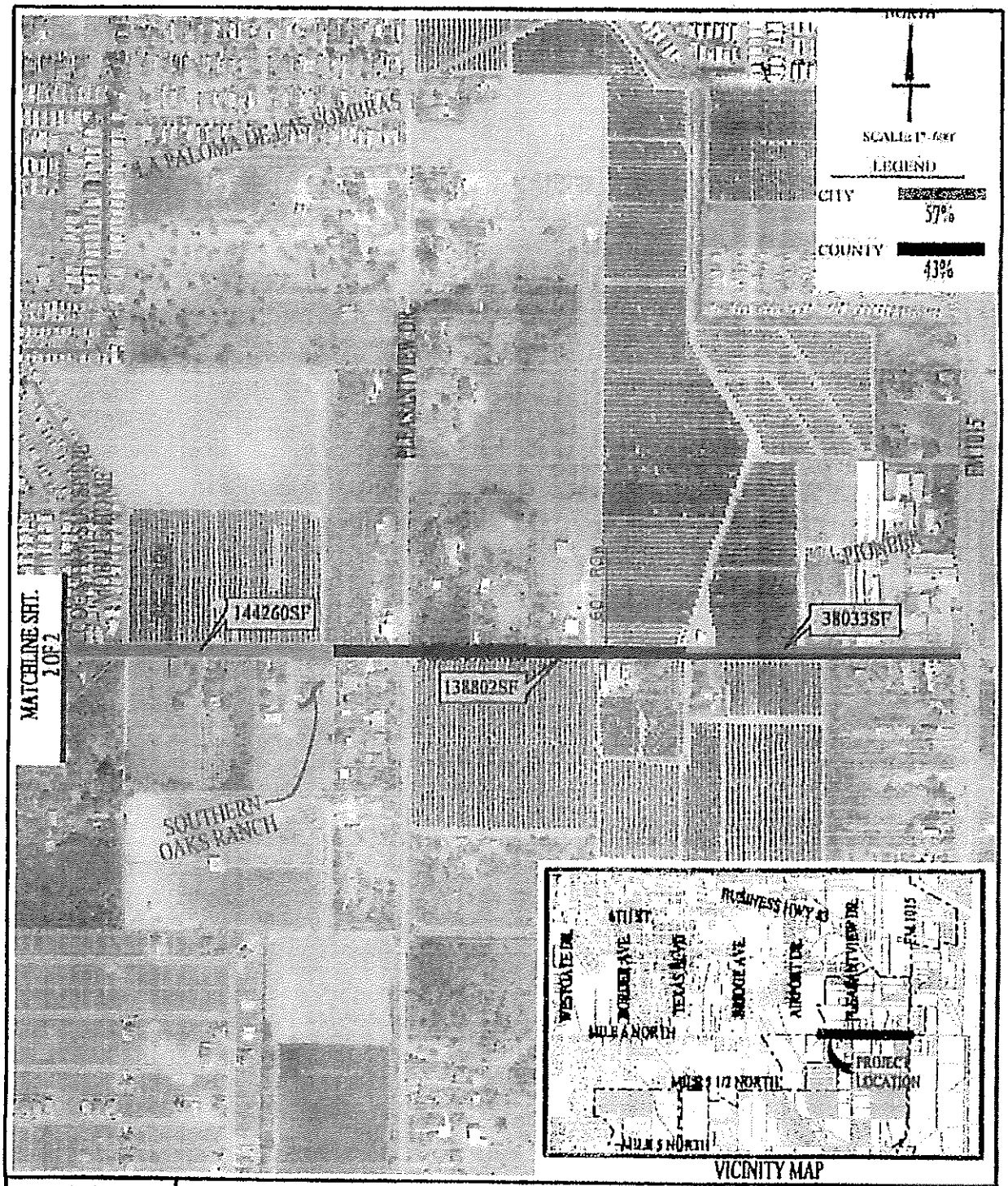
PROJECT TOTAL $ 191,458.00



VICINITY MAP

PROPOSED ROAD IMPROVEMENT ROW DESIGNATIONS
FOR CITY OF WESLACO AND HIDALGO COUNTY PCT. No.1

1 OF 2



PROPOSED ROAD IMPROVEMENT ROW DESIGNATIONS
FOR CITY OF WESLACO AND HIDALGO COUNTY PCT. No.1

2 OF 2

AI-55736 **Budget and Management** **19. E. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Juvenile Boot Camp (1295):
Approval of 2016 interfund transfer from Co. Wide Adm-Contingency (1100) to Juvenile Boot Camp Transfers In (1295) in the amount of $713,251.92.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available pending approval of AI-55702 (CC 08/09/16).

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 11:07 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Debbie Tamez		Started On: 08/05/2016 10:39 AM
Final Approval Date: 08/05/2016		

DATE: August 9, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Juvenile Boot Camp

2016
Interfund Transfer
AI-55736

ACCOUNT NUMBER: **6-1XXX-XXX-0X-XXX-XXX-0-XXX**

CONTACT PERSON: Debbie Tamez, Budget Analyst III **PHONE:** 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:			
6-1100-415-00-115-002-0- 899	**CO WIDE ADM-**	**CONTINGENCY**	**(713,251.92)**
6-1100-491-01-000-295-0- 891	**TRANSFERS OUT-**	**JUV. BOOT CAMP**	**713,251.92**
TO:			
6-1295-391-01-000-100-0- 000	**TRANSFERS IN-**	**GENERAL FUND**	**713,251.92**
		TOTAL BUDGET INCREASE (DECREASE)	**713,251.92**

REASON: To fund the deficit fund balance for Juvenile Boot Camp, as requested by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-55636 **Budget and Management** **19. E. 2.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-General Fund (1293):
Approval of 2016 interfund transfer from Transfers In-General Fund and Transfers Out-Health Grants Fiscal Year 7 into Fiscal Year 6 to fund the total local match required to accept the TB/PC State grant contract Amendment #2016-001417-01, CC 08/09/16 (AI-55564), in the total amount of $121,112.00.

BACKGROUND

The purpose of the amendment is to add additional funding and extend the contract. The additional match has been reserved as part of the FY 17 match, which should be transferred into FY 16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1XXX-X91-01-000-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/29/16.
Reference AI-55564, CC 8/9/16.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2016 02:01 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Patricia Ramos		Started On: 07/29/2016 11:54 AM
Final Approval Date: 08/05/2016		

DATE: August 9, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for HEALTH GRANTS

2016
Interfund Transfer

AI-55636

ACCOUNT NUMBER: **6-1XXX-X91-01-000-XXX-X-XXX**

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

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
6-1293-391-01-000-100-7-	**000**	**TRANSFERS IN-**	**GENERAL FUND**	**(121,112.00)**
6-1100-491-01-000-293-7-	**891**	**TRANSFERS OUT-**	**HEALTH GRANTS**	**(121,112.00)**
TO:				
6-1293-391-01-000-100-6-	**000**	**TRANSFERS IN-**	**GENERAL FUND**	**121,112.00**
6-1100-491-01-000-293-6-	**891**	**TRANSFERS OUT-**	**HEALTH GRANTS**	**121,112.00**
		TOTAL BUDGET INCREASE (DECREASE)		-

REASON: Interfund transfer needed due to DSHS amending our current FY 16 TB (State) grant contract and adding the FY 17 award allocation to it instead of issuing a new FY 17 TB (State) grant contract.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-55738 **Purchasing Department** **20. A. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of the final procurement packets for Professional Program Management Services for the New Hidalgo County Courthouse Project;
1. RFQ [drafted and developed by Hon. Hawkins & Peden, Porter Hedges, LLP] with any changes/modifications;
2. Exhibit "C" Insurance Requirement [drafted and developed by Risk Consultant, Charles Comiskey with any changes/modifications;

B. Authority to advertise the RFQ: Professional Program Management Services with direction as to extent of publishing sites;

C. Approval to release publication and packets after all aspects of the RFQ have been approved as to form by legal counsel, Hon. S. Crain, Atlas Hall & Rodriguez, including the re-advertisement of project in the event no response is received and project is still required.

BACKGROUND

RFQ-2016-267-00-00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

If approved, the immediate fiscal impact would consist of advertising expenses.

Attachments

Invitation, Table Content, Legal Notice
Exhibit A-SPECIFICATION

Exhibit B-Evaluation Criteria
Exhibit C-Insurance Requirement
All other Forms

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 04:31 PM
Budget & Management	Veronica Ortiz	08/05/2016 04:33 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Rocio Villarreal Started On: 08/05/2016 10:43 AM
Final Approval Date: 08/05/2016

August , 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: 2016-267-00-00

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

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR QUALIFICATIONS (RFQ)

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HIDALGO COUNTY
"Program Management Services for New County Courthouse"
(Including all funding sources, programs, and entities)

RFQ No: 2016-267-00-00

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The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, or by U.S. Mail, or e-mail.

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"*Program Management Services –for New County Courthouse*"

RFQ NO: 2016-267-00-00

Acceptance Due Date: _____, 2016

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Rocio Villarreal, Contracts Manager
(956) 318-2626 Ext. 4863
rocio.villarreal@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–2016-267-00-00 "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.

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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:

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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.

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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. 2016-267-00-00 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 rocio.villarreal@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.

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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

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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.

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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: _____

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EXHIBIT "A"

Requirements

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"PROGRAM MANAGEMENT SERVICES FOR NEW COUNTY COURTHOUSE"

RFQ No.: 2016-267-00-00

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County of Hidalgo will be accepting Statements of Qualifications ("SOQ") from qualified firms for Program Management Services for New County Courthouse. 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. , Wednesday, Month 00, 2016** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I
GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT 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 Checklist 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 Hidalgo County.

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.

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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 rocio.villarreal@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.

DAVIS BACON ACT: Program Manager (PM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

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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) should provide proof that their insurance programs meet the requirements of Exhibit C.
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. Accordingly, the SOQ should list any relevant experience as a program manager on a courthouse project in any state within the past ten years including the name of the key personnel on such projects and whether such persons are still with your firm.

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

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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 any relevant experience as a program manager on a courthouse project in any state within the past ten year including the name of the key personnel on such projects and whether such persons are still with your firm.

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- List of 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 HUB or MBE/WBE 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 400,000 to 500,000 square feet, 24 courtrooms, District and County Clerks' offices, and 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, which contained 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 and apparently ready to be taken to the Design Development Phase level upon architect selection 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 should 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', CMAR's and subcontractors' schedules, submittal schedules, inspection schedules, permit

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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

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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.
gg. The County may require commissioning services for some building systems to be determined such as HVAC and any LEED certification.

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

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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.

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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 105-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 processes 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.

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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) Relevant Experience (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. **A**ny relevant experience as a program manager on a courthouse project in any state within the past ten years is relevant

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
- Identify information to be gathered or obtained
- SOQ clearly demonstrates an understanding of this Project

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.

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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.

6) **Location of Principal Firm Office (5 Points)**

Local presence of your business is of importance to County. Indicate your principal office location/address.

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.

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EVALUATION FORM
EXHIBIT "B"
–PROGRAM MANAGEMENT SERVICES
RFQ No. 2016-

Selection Criteria	Points	Score
1. PROFESSIONAL QUALIFICATIONS (25 pts. max.) • Qualifications and experience in providing on similar scale projects: o Management of design phase o Management of Overall Task Sequencing o Management of Construction Phase o Field Inspection Services o Field Inspection Services o Project Controls o Project Close-Out ➢	15	
• Examples of strategies used on other projects of similar scale to achieve a high-performing building development processes and physical buildings leading to projects within the Project budget and schedule.	10	
Comments/Rationale For Points:		**Total:**
2. EXPERIENCE OF PROJECT TEAM AND ABILITY TO COMMIT RESOURCES (25 pts. max.) • Instances of proposed team working together on projects of similar scale	5	
• Qualifications by education, training and applicable experience of proposed personnel in program management generally	10	
• Assurances of committed resources	10	
Comments/Rationale For Points:		**Total:**
3. RELEVANT EXPERIENCE (20 pts. max.) • Presently registered to perform program management services in Texas	5	
• Relevant program management experience	5	
• Relevant program management experience on courthouses	10	
Comments/Rationale For Points:		**Total:**

4. UNDERSTANDING OF PROJECT (20 pts. max.) ➢ Demonstrate an understanding of the scope of services	10	
.		
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ SOQ clearly demonstrates an understanding of this Project	5	
Comments/Rationale For Points:		**Total:**
5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS: (10 pts. max.) ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		**TOTAL:**
		_____
5. LOCATION OF PRINCIPAL OFFICE (5 pts. max.) Local presence of the applicant.		
TOTAL SCORE:		

EVALUATION INFORMATION:

Project No.: _____

Project Name: _____

Department: _____

Firm/Participant: _____

Name of Evaluator: _____

Evaluator Signature: _____

Date: _____

Exhibit C.
County of Hidalgo Insurance Requirements of Program Manager

1. **Insurance Coverage To Be Provided By Program Manager.** This Exhibit (the "Insurance Requirements") is attached as an Exhibit as part of the Contract Documents. In the event of conflict between any of the following Insurance Requirements and any provision in the Contract Documents, these Insurance Requirements control, amend and supplement the conflicting provision. Subject to review and revision by the County of Hidalgo from time to time, in the County of Hidalgo's good faith judgment, the following insurance shall be maintained by Program Manager with coverage and limits of not less than those set forth below at all times during the term of the Agreement and thereafter as required.

No.	Specifications	Coverages, Limits and Other Requirements
A.	**LIABILITY**	
1.	**Commercial General Liability**. Program Manager is to maintain commercial general liability ("CGL") insurance and, if necessary, commercial excess insurance, issued on an Occurrence Basis meeting at least the following specifications.	
1.1	**Minimum Limits**	The limits of coverage shall not be less than the following amounts: $10,000,000 Per Occurrence $10,000,000 General Aggregate $10,000,000 Products and Completed Operations Aggregate $10,000,000 Personal and Advertising Injury
1.2	**General Aggregate**	A Designated Construction Project(s) General Aggregate Limit shall be provided on ISO form CG 25 03 05 09.
1.3	**Form**	This insurance is to be issued on the most recent reasonably available and unmodified ISO form CG 00 01 or equivalen, and shall cover liability arising from premises, ongoing and completed operations.
1.4	**Insured Contracts**	Coverage shall include but not be limited to liability assumed by Program Manager under the Agreement, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
1.5	**Additional Insureds**	Additional Insured status shall be provided in favor of County of Hidalgo Parties on ISO form CG 20 10 10 01 to the extent permitted by law.
1.6	**Personal Injury Contractual Liability**	The personal injury contractual liability exclusion shall be deleted.
1.7	**Primary and Noncontributory**	This insurance shall be endorsed to provide primary and noncontributing liability coverage by ISO CG 20 01 04 13. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from any other insurance (primary, umbrella, contingent or excess) maintained by County of Hidalgo Parties, with County of Hidalgo Parties' insurance being excess, secondary and noncontributing.
1.8	**Waiver of Right of Recovery and Subrogation**	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties on ISO form CG 24 04 05 09.
1.9	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
1.8	**Prohibited Exclusions or Limitations**	Prohibited exclusions/limitations or their equivalents include but are not limited to: a. Amendment of Insured Contract Definition ISO CG 24 26; b. Any endorsement modifying the Employer's Liability exclusion; c. Classification or Business Description; d. Contractual Liability Limitation ISO CG 21 39; e. "Insured vs. Insured" except Named Insured vs. Named Insured; f. Known, Continuous or Progressive Injury or Damage; g. Limitation of Coverage to Designated Premises or Project ISO CG 21 44; h. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law is acceptable); i. Any other exclusion or limitation reasonably unacceptable to County of Hidalgo.
2.0	**Business Auto Liability.** Program Manager is to maintain business auto insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.	
2.1	**Minimum Limits**	The limits of liability shall be no less than $10,000,000 per accident.
2.2	**Form**	This insurance is to be issued on the current edition of the ISO CA 00 01
2.3	**Scope**	This insurance is to cover damages because of bodily injury or property damages caused by an accident and resulting from the County of Hidalgoship, maintenance or use of any auto, including owned, hired and non-

		owned autos.
2.4	**Additional Insureds**	Additional Insured status shall be provided in favor of County of Hidalgo Parties on ISO form CA 20 48 10 13.
2.5	**Waiver of Right of Recovery and Subrogation**	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties on ISO form CA 04 44 10 13.
2.6	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to the County of Hidalgo.
3.0	**Workers' Compensation and Employer's Liability.** Program Manager is to maintain workers' compensation and employer's liability insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.	
3.1	**Workers' Compensation Limits**	The minimum limits of this insurance shall be no less than the statutory limits.
3.2	**Employer's Liability Limits**	The minimum limits of this insurance shall be no less than $10,000,000 each accident and disease.
3.3	**Territory**	The state in which the Services are to be performed must be listed under Item 3.A. on the Information Page of the policy.
3.4	**Scope**	This insurance is to cover liability arising out the Program Manager's employment of workers and anyone for whom the Program Manager may be liable for workers' compensation claims. Worker's compensation insurance is required and no "alternative" form of insurance is permitted.
3.5	**United States Longshoremen and Harbor Workers ("USL&H")**	USL&H coverage must be provided where such exposure exists listing the state(s) in which Services are to be performed.
3.6	**Waiver of Right of Recovery and Subrogation**	To the extent permitted by law, Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties on form WC 42 03 04.
3.7	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
4.0	**Excess Liability.** If any of the required coverages are to be maintained by and through excess liability insurance, Program Manager is to maintain excess liability insurance meeting at least the following specifications.	
4.1	**Scope**	This insurance shall follow form of the underlying coverages. It shall be excess over and be no less broad than all coverages and conditions described above, including but not limited to the required additional insured status, designated construction project(s) and/or location(s) general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations, and will be primary to and not seek contribution from any other insurance (primary, umbrella, contingent or excess) maintained by County of Hidalgo Parties.
4.2	**Limits of Liability**	The policy limits required herein may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
4.2	**Concurrency**	Such coverage shall have the same inception date as the commercial general liability and employer's liability coverages.
4.3	**Drop Down Coverage**	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.4	**Defense Costs**	This insurance is to include a duty to defend any insured.
5.0	**Professional Liability.** Program Manager is to maintain Professional Liability insurance meeting at least the following specifications.	
5.1	**Minimum Limits**	Limits of coverage shall be no less than: $10,000,000 each claim dedicated only to the County of Hidalgo project covered by the Agreement $10,000,000 annual aggregate dedicated only to the County of Hidalgo project covered by the Agreement
5.2	**Scope**	Such insurance shall cover all services rendered by the Program Manager and vicarious liability arising out its engagement of subconsultants and subcontractors under the Agreement, including but not limited to design or design/build services.
5.3	**Retroactive Date**	Any retroactive date must be effective prior to beginning of services for the County of Hidalgo.
5.4	**Prohibitions**	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors; b. habitational or residential operations; c. mold and/or microbial matter and/or fungus and/or biological substance; or d. punitive, exemplary or multiplied damages (Where Permitted By Law is acceptable)

		A professional liability endorsement to a general liability policy is not acceptable.
5.5	**Term**	Policies written on a Claims-Made basis shall be maintained for at least four years beyond substantial completion of the Project improvements. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.
5.6	**Waiver of Right of Recovery and Subrogation**	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties.
5.7	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
6.0	**Pollution Liability.** Program Manager ☒ is ☐ is not required to maintain Pollution Liability insurance meeting at least the following specifications.	
6.1	**Minimum Limits**	Limits of coverage shall be no less than: $2,000,000 each claim $4,000,000 annual aggregate
6.2	**Scope**	The policy must provide coverage for: a. the full scope of the named insured's operations (on-going and completed) as described within the scope of Services under the Agreement b. loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall c. third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; d. diminution of value and Natural Resources damages e. contractual liability f. claims arising from owned and non-owned disposal sites utilized in the performance of the Agreement. Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Contractors Pollution Liability insurance will not fulfill this requirement
6.3	**Additional Insured Status**	The policy must insure contractual liability, name County of Hidalgo Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.
6.4	**Insured Contracts**	Coverage shall include but not be limited to liability assumed by Program Manager under the Agreement, including the tort liability of another assumed in a business contract.
6.5	**Primary and Noncontributory Coverage**	This insurance shall be endorsed to provide primary and noncontributing liability coverage. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from all insurance held by County of Hidalgo Parties, with County of Hidalgo Parties' insurance being excess, secondary and noncontributing.
6.6	**Waiver of Right of Recovery and Subrogation**	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties.
6.7	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
6.8	**Retroactive Date**	If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of the Agreement or the commencement of Program Manager services relation to the Services.
6.9	**Prohibitions**	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. Insured vs. Insured actions. However exclusion for claims made between insured within the same economic family are acceptable; b. Impaired Property That Has Not Been Physically Injured; c. Materials Supplied or Handled By The Named Insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval; d. Property Damage To The Work Performed By The Contractor; e. Faulty Workmanship as it relates to clean up costs; f. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law by acceptable); g. Work Performed By Subcontractors; and h. Contractual Liability incurred as a result of an injury to an employee of the insured.
6.10	**Term**	Completed operations coverage shall be maintained for a minimum of seven (7) years after the completion of work. The extended reporting period on a claims-made based policy does not fulfill this requirement. Pollution Liability insurance policies insuring a specific job shall have completed operations coverage for at least the duration of the work plus seven (7) years.

2. General Insurance Requirements.

.1 Definitions. For purposes of the Agreement:

a. "Agreement" means the Agreement to which this Exhibit is attached.
b. "ISO" means Insurance Services Office.
c. "Program Manager" means the firm selected with which the County enters the contract and shall include subconsultants and subcontractors of any tier and any other person or entity performing Services by, through, or under Program Manager.
d. "County of Hidalgo Parties" means (a) the County of Hidalgo, Texas, (b) the Project, (c) any lender whose loan is secured by a lien against the Services, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

.2 Limits. "Limits" set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss or peril specified. If Program Manager maintains greater limits, then these specifications shall not limit the amount of recovery available to County of Hidalgo Parties and the limits specified above as the minimum limits are increased to the greater limits.

.3 Policies. All policies held by Program Manager and required herein must be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Services are to be performed.

.4 Waiver. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

.5 Deductibles and Retentions. No deductible or self-insured retention shall exceed $100,000 without prior written approval of the County of Hidalgo. If Program Manager elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding $100,000.00, County of Hidalgo Parties and Program Manager shall maintain all rights and obligations between themselves as if Program Manager maintained the insurance with a commercial insurer including but not limited to Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses, and any other extensions of coverage required herein. Program Manager shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Program Manager had maintained the insurance pursuant to this Exhibit. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Program Manager's sole risk. The Program Manager shall not be reimbursed for same.

.6 Forms. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, County of Hidalgo will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by County of Hidalgo.

.7 Evidence of Insurance. Program Manager is to provide County of Hidalgo with evidence of insurance prior to entry by Program Manager on the property and thereafter is to provide County of Hidalgo refreshed evidence of continued insurance after the expiration of the current policies prior to the expiration of the current policies. Insurance must be evidenced on an ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:

a. County of Hidalgo as certificate holder at County of Hidalgo's mailing address;
b. Insured's name, which must match that on the Agreement;
c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
e. Additional Insured status in favor of County of Hidalgo Parties on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
f. Designated Construction Project(s) General Aggregate Limit on General Liability and Excess Liability;
g. Personal Injury Contractual Liability on General Liability and Excess Liability;
h. Primary and non-contributory status on General Liability, Excess Liability and Pollution Liability;
i. Pollution Liability;
j. Professional Liability;
k. Waivers of subrogation on all coverages;
l. Amount of any deductible or self-insured retention in excess of $25,000;
m. 30 Day Notice of Cancellation on all coverages;
n. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
o. Copies of the following shall also be provided:
    1) General Liability Additional Insured endorsement(s);
    2) General Liability Schedule of Forms and Endorsements page(s); and
    3) 30 Day Notice of Cancellation endorsement applicable to all required policies.

If requested in writing by County of Hidalgo, Program Manager will provide to County of Hidalgo a certified copy of any or all insurance policies required herein including endorsements within ten (10) days of any such request.

Commencement of Services without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of the Agreement or this Exhibit, shall not constitute a waiver by any County of Hidalgo Party of any rights. The County of Hidalgo shall have the right, but not the obligation, of prohibiting the Program Manager or any subconsultant or subcontractor from performing any Services until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the County of Hidalgo.

.8 Insurance Requirements of Program Manager's Subcontractors

a. Insurance similar to that required of the Program Manager shall be provided by all subconsultants and subcontractors (or provided by the Program Manager on behalf of subconsultants and subcontractors) to cover operations performed under any subcontract agreement. The Program Manager shall be held responsible for any modification in these insurance requirements as they apply to subconsultants and subcontractors. The Program Manager shall maintain certificates of insurance from all subconsultants and subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subconsultant or subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the County of Hidalgo upon request.

b. The Program Manager is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Program Manager's or its subconsultant's or subcontractor's property shall be the Program Manager's and its subconsultant's and subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Program Manager and its subconsultants and subcontractors shall not be reimbursed for same. Should the Program Manager or its subconsultants or subcontractors choose to self insure this risk, it is expressly agreed that the Program Manager hereby waives, and shall cause its subconsultants and subcontractors to waive, any claim for damage or loss to said property in favor of the County of Hidalgo Parties.

3. Miscellaneous

.1 Release and Waiver. The Program Manager hereby waives all rights of recovery and releases, and shall cause its subconsultants and subcontractors to release, the County of Hidalgo Parties from any and all claims or causes of action whatsoever which the Program Manager and/or its subconsultants or subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Program Manager and/or its subconsultants or subcontractors pursuant to the Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE COUNTY OF HIDALGO PARTIES.**

.2 No Waiver. Failure of any County of Hidalgo Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any County of Hidalgo Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Program Manager's obligation to maintain such insurance.

.3 Suspension. County of Hidalgo shall have the right, but not the obligation, of suspending Program Manager's authority to perform Services, without an increase in the sum payable by County of Hidalgo to Program Manager due to such suspension, until such certificates or other evidence that the required insurance has been placed in compliance with these requirements is received and approved by County of Hidalgo.

.4 Post Completion Coverage. With respect to the insurance to be maintained after final payment to Program Manager, an additional certificate(s) evidencing such coverage shall be provided to County of Hidalgo with final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

.5 Compliance With Laws. If any insurance requirements are deemed to violate any law, statute or ordinance, the insurance requirements shall be reformed to provide the maximum amount of protection to County of Hidalgo as allowed under the law.

.6 Use of the County of Hidalgo's Equipment. The Program Manager, its agents, employees, subconsultants, subcontractors or suppliers shall use the County of Hidalgos equipment only with express written permission of the County of Hidalgo designated representative and in accordance with the County of Hidalgos terms and condition for such use. If the Program Manager or any of its agents, employees, subconsultants, subcontractors or suppliers utilize any of the County of Hidalgos equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the County of Hidalgo, the Program Manager shall defend, indemnify and be liable to the County of Hidalgo Parties for any and all loss or damage which may arise from such use. **THE FOREGOING INDEMNITY APPLIES EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE COUNTY OF HIDALGO PARTIES.**

.7 Program Manager Insurance Representations to County of Hidalgo Parties

a. It is expressly understood and agreed that the insurance coverages required herein (a) represent County of Hidalgo Parties' minimum requirements and are not to be construed to void or limit the Program Manager's indemnity obligations as contained in the Agreement nor represent in any manner a determination of the insurance coverages the Program Manager should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Program Manager in support of the Program Manager's liability and indemnity obligations under the Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Program Manager, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of the Agreement.

b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, the Agreement. If the Program Manager shall fail to remedy such breach within five (5) business days after notice by the County of Hidalgo, the Program Manager will be liable for any and all costs, liabilities, damages and penalties resulting to the County of Hidalgo Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Program Manager by the County of Hidalgo. In the event of any failure by the Program Manager to comply with the provisions of the Agreement, the County of Hidalgo may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Program Manager, purchase such insurance, at the Program Manager's expense, provided that the County of Hidalgo shall have no obligation to do so and if the County of Hidalgo shall do so, the Program Manager shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

.8 Survival. This Exhibit is an independent contract provision and shall survive the completion of the Services or termination or expiration of the Agreement.

EXHIBIT D-1

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 D-2

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

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

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 _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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.

_____

Signature of Local Government Officer

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): “Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(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.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ►** | **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

AI-54847 **Purchasing Department** **20. A. 2.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7)(A); items for which competition is precluded because of the existence of patents, copyrights, and secret processes;

B. Approval of a "Sole Source Declaration" with options to provide "Turnkey Solutions" (i.e. any/all equipment, parts, incidentals, accessories training and certification/re-certification, software, upgrades and installation of same) for Drone Dynamics, LLC for the purchase of Unmanned Aircraft Systems to be used by Hidalgo County Emergency Management Dept and any/all other Hidalgo County Elected Office, Depts., Programs/Agencies (to include all funding sources) with said declaration to remain in effect unless revoked by HCCC;

C. Approval for Executive Office to purchase "The Complete Professional Services UAV Robotics Program" for one term year to include Consultation (Legal, Regulatory, Public Relations), Consultation (Best Practices), Drone Operator's Training Program and Certification and Drone Dynamics Public Safety Deployment Equipment Bundle in the amount of $109,304.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-413-00-125-001-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of AI-55771 (CC 08/09/16)

Attachments

CIQ

1295 Acknowledged

Sole Source Affidavit

Sole Source Declaration

Insurance

Drone Dynamics Service Agreement

Drone Dynamics Terms and Conditions

legal

terms

serv agree

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/04/2016 05:54 PM
Budget & Management	Veronica Ortiz	08/05/2016 11:05 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Heidi Ortiz		Started On: 06/01/2016 11:12 AM
Final Approval Date: 08/05/2016		

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.**

Drone Dynamics, 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.**

_____

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

June 15, 2016

Date

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:
2016-69892

Date Filed:
06/13/2016

Date Acknowledged:
06/15/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Drone Dynamics
Austin, 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.

County of Hidalgo

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 No.: 2016-241-06-21-HGO
Drone Program; professional services agreement for the County of Hidalgo.

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

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:
2016-69892

Date Filed:
06/13/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Drone Dynamics
Austin, 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.
County of Hidalgo

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 No.: 2016-241-HGO
Drone Program; professional services agreement for the County of Hidalgo.

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

RICHARD YUEN
Notary Public, State of Texas
My Commission Expires
JUNE 18, 2019

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 Andrew Maximow, this the 13 day of JUNE, 20 16, 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
Richard Yuen	RICHARD YUEN	NOTARY

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared **Andrew Maximow** a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is **Andrew Maximow**. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: **Drone Dynamics** .
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Drone Program for the County of Hidalgo, professional services agreement# HID001
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature _____

SWORN AND SUBSCRIBED TO under oath before me on 13 day of June, 2016.

RICHARD YUEN
Notary Public, State of Texas
My Commission Expires
JUNE 18, 2019

_____
NOTARY PUBLIC

RICHARD YUEN
PRINTED NAME

6/18/2019
MY COMMISSION EXPIRES

COMPANY NAME: **Drone Dynamics**

ADDRESS, CITY, STATE & ZIP CODE: **P.O. Box 5756, Austin, TX 78763-5756**

PHONE: **512-580-5100** NUMBER: _____

CONTACT NAME AND TITLE: **Andrew Maximow, Dir. Client Services**

WEB ADDRESS **www.dronedyn.com** EMAIL **andrew@dronedyn.com**

FEDERAL TAX ID NUMBER: **81-0694203** TEXAS SALES TAX NUMBER: **32056456638**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: August 9, 2016

RE: "Sole Source Declaration" – Drone Dynamics, LLC

Hidalgo County requires the purchase of small Unmanned Aircraft System (sUAS) and all of the associated consultation, support, equipment, control station, data links, telemetry, communications, and navigation equipment necessary to operate the unmanned aircraft.

Drone Dynamics, LLC is the single professional services company equipped to coordinate legal and regulatory compliance as well as training and certification, mission specific hardware, software and sensor systems, data processing, and storage and distribution tailored to the needs of Hidalgo County.

The Drone Dynamics Training Team is staffed by experts with deep expertise in Public Safety. The training program and certification is comprehensive and tailored to the needs of Hidalgo County. Upon successful completion of training, each student will receive a certificate of completion and with the approval of Drone Dynamics; qualified students may enroll in Drone Dynamics Instructor's training modules. Upon completion of instructor's coursework, graduates may conduct authorized coursework to Hidalgo County personnel only. Drone operators and instructors are required to complete annual recertification.

Drone Dynamics possesses multiple FAA Section 333 exemptions and Certificates of Authorization (COAs) which provide access to 900+ FAA approved airframes with proactive updates regarding new drone regulations and laws. The PR Campaign is focused on community transparency, thus showcasing the technological progressiveness of Hidalgo County to residents and constituents.

Although comparable small Unmanned Aircraft Systems exist, Drone Dynamics, LLC is the sole provider of comprehensive in-source and out-source services that include legal/regulatory FAA compliance, PR consultation, Drone Pilot Training and Certification program, drone flight operations, and scalable cloud-based data processing/analytics. Drone Dynamics, LLC has combined these services centered on the unique mission requirements as part of a turnkey solution. This will enable Hidalgo County to initiate and operate its own drone capabilities in support of all County departments.

Therefore, Hidalgo County requires the purchase of Drone Dynamics, LLC sUAS with options to provide "Turnkey Solutions" (i.e. any/all equipment, parts, incidentals, accessories, training and certification as well as annual recertification, software, upgrades and installation of same). Drone Dynamics, LLC will include training and certification of County departments already in possession of sUAS (all funding sources).

This Sole Source Declaration is to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2016

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 Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED Drone Dynamics LLC 5001 Plaza on the Lake Austin TX 78758	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hiscox Insurance Company Inc / 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	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) 	$ $ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **N / A** **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			UDC-1757705-EO-16	05/26/2016	05/26/2017	Each Claim: Aggregate:	$ 1,000,000 $ 1,000,000

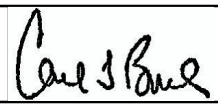
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Agreement No: HID001

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of _____, 2016 ("Effective Date") between Drone Dynamics, LLC ("Drone Dynamics"), and _____("Client") (herein the "Parties") for various sUAS and/or ROV services to be provided by Drone Dynamics to Client pursuant to that certain agreement entitled "Drone Dynamics, LLC Standard Terms and Conditions" entered into by and between the Parties having an effective date of _____, 2016 ("Terms and Conditions Agreement").

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Services.** Drone Dynamics will provide sUAS and/or ROV services (herein so called) in accordance with the Statement of Work in the form attached hereto. Services will comply with the provisions of the Terms and Conditions Agreement referenced above.

2. **Term.** The term of this Agreement shall commence on the Effective Date set forth above and shall continue on a month-to-month basis, terminable by Drone Dynamics or Client with a 30-day written notice.

3. **Compensation.** Compensation shall be as set forth on the Statement of Work attached hereto.

DRONE DYNAMICS, LLC

_____

By: _____

Its: _____

"CLIENT"

By: _____

Its: _____

Drone Dynamics & The County of Hidalgo
The Complete Professional Services UAV Robotics Program

Consultation (Legal, Regulatory, Public Relations)

See Schedule A

The Drone Dynamics legal team provides a turnkey legal, regulatory and public relations information for clients. From the first training session through the launch of your organization's UAV robotics program, all necessary FAA, state and local permitting as well as a proactive public relations campaign are established on the client's behalf.

Consultation (Best Practices)

See Schedule A

Drone Dynamics will assign a designated Implementation Manager to oversee governance across all domains of the engagement. Performance is reported during Quarterly Business Reviews (QBRs). Customer success, compliance, and investment protection is realized via ongoing proactive consultation that provides periodic updates to new laws/regulations, industry trends and as new technology hardware and software emerges providing new capability.

Ongoing Best Practices consultation ensures that all equipment, and operating procedures are updated based on recommended maintenance schedules and audits.

Drone Operator's Training Program and Certification.

See Schedule B

The Drone Dynamics, drone operator's training program and certification is a comprehensive, FAA compliant, mission specific training program tailored to the needs of Hidalgo County. The complete suite of Drone Dynamics courses consists of four modules spanning 112 hours of (basic, intermediate, and advanced) classroom, field training, written and hands-on drone operation proficiency tests. Upon completion, the options exist for continuing education, annual recertification and mission specific on-the-job training (OJT). Upon successful completion of the overall Drone Dynamics Training Program (Basic, Intermediate, and Advanced) each student will receive a certificate of completion.

With the approval of Drone Dynamics, qualified students may be eligible in year 2 to enroll in Drone Dynamics Instructor's training modules. Upon successful completion of the instructor's coursework, graduates may conduct authorized coursework to Hidalgo County personnel only. All Hidalgo Count drone operators and instructors are required to complete annual recertification.

Ongoing Best Practices consultation ensures that all training materials, flight manuals are updated and compliant. All aspects of the Drone Dynamics Program are audited quarterly.

Drone Dynamics Public Safety Deployment Equipment Bundle.

See Schedule C

This is a complete small Unmanned Aircraft System (sUAS) to meet specific mission-type needs and requirements of Hidalgo County. Equipment trade-in/refresh will be considered upon annual contract renewal and determined by Drone Dynamics based upon consultation with client's flight operations teams and new mission requirements.

Total Cost Summary: Term 1 (years 1, 2) + Term 2 (years 3, 4, 5)

This agreement is designed to provide legal & regulatory compliance, investment protection, business continuity, and overall customer success throughout the entire 5 years of the program lifecycle. Drone Dynamics is the single professional services company equipped to provide such a comprehensive solution across all major departments of Hidalgo County.

Program Component Description	DD Total Costs	Notes:	
Term 1 (year 1):			
Consultation (Legal, Regulatory, Public Relations) (year 1)	$ 15,000	Schedule A	
Consultation (Best Practices) (year 1)	$ 13,600	Schedule A	
Drone Operator's Training Program and Certification. (year 1)	$ 38,456	Schedule B	
Drone Dynamics Public Safety Deployment Equipment Bundle. (year 1)	$ 42,248	Schedule C	
Total Term 1 (year 1)	**$109,304**		
Term 1 (year 2)			
"Train the trainer" Instructor (year 2)	$ 30,000	Schedule B	
Consultation (Best Practices) (year 2)	$ 48,000	Schedule A	
Drone Dynamics Advanced Public Safety Deployment Equipment Bundle. (year 2)	$ 110,400	Schedule C	
Total Term 1 (year 2)	**$188,400**		
Term 2 (years 3, 4, 5):			
Consultation (Best Practices) (year 3)	$ 48,000	Schedule A	* Optional _____
Consultation (Best Practices) (year 4)	$ 48,000	Schedule A	* Optional _____
Consultation (Best Practices) (year 5)	$ 48,000	Schedule A	* Optional _____

See schedules A, B, C for detailed deliverables, costs, and exclusions.
* Note: Initials next to optional components indicate continuation of ongoing support, maint., and legal/regulatory compliance, Consultation (Best Practices), beyond years 1 & 2.

Automatic Renewal.

Comprehensive Consultation, Training, Equipment, Support & Maintenance, as defined by Schedules A, B, C, are provided by Drone Dynamics during Term 1 (yrs 1 & 2). Drone Dynamics Consultation (Best Practices) (year 2), as defined by Schedule A, will be renewed automatically and in effect through Term 2 unless notice not to renew is provided not more than 120 days and not less than 60 days prior to the end of the 2nd year anniversary. All parameters for Term 1 are applicable, except as noted. Upon non-renewal continued follow-on training, support, recertification, maintenance and equipment refresh will need to be re-quoted. Equipment trade-in/refresh will be considered upon annual contract renewal and determined by Drone Dynamics based upon consultation with client's flight operations teams and new mission requirements.

Travel & Expenses

- All travel conducted by Drone Dynamics personnel to be pre-approved by Hidalgo County.
- Travel time is accounted for within the Consultation (Legal, Regulatory, PR), and Consultation (Best-Practices) bundles. See Schedule A.
- Shipping on equipment billed as pass-through.

Payment Schedule Summary

- 30% initial services payment for
    - 1) Legal, Regulatory, and PR. 2)Drone Operator's Training Program.
    - No work to commence until receipt of initial services payment.
    - Training Equipment to be shipped and invoiced at start of contract.
- 35% payment invoiced and due 30 days at start of contract
- 35% final payment due within 60 days from start of contract or at delivery of Deployment Equipment, whichever comes first.
- Consultation (Best Practices) (Term 1 & 2) to be invoiced quarterly:
- A monthly statement of hours consumed will be provided by Drone Dynamics Implementation Manager with a minimum of 4 hrs/mo (year 1), 10 hrs/mo (years 2, 3, 4, 5) required to maintain business continuity, and flight team proficiency. Unused Consultation (Best Practices) hours can be "rolled over" and credited towards the next month and subsequent terms. Unused hours remaining in Q4 may be applied to the purchase of additional Drone Dynamics equipment, Drone Dynamics "train-the-trainer" per student fee, or additional Drone Dynamics support/maintenance.
- NO CANCELLATIONS OR REFUNDS ON PAID FUNDS

Schedule A

Consultation (Legal, Regulatory, Public Relations) is a turnkey component available at $15,000.00 @ discounted rate of $200/hour, capped at 75 hrs/yr. Additional consultation is billable at $250/hr.

Consultation (Best Practices) is bundled as follows:

- year 1: offered at $13,600 @ discounted rate, capped at 50 hrs/yr. Additional consultation is billable at $250/hr. A total of 6 bi-monthly onsite visits included. Standard deliverables are prioritized over all other optional add-ons.
- Years 2, 3, 4, 5 offered annually at $48,000 @ discounted rate, capped at 200 hrs/yr. A total of 12 monthly onsite visits included. Additional consultation is billable at $250/hr. Standard deliverables are prioritized over all other optional add-ons.

Consulting Bundle	Bundle cost	Consultation Definition
Consultation (Legal, Regulatory, Public Relations, and Best Practices) Bundle (year 1)	$15,000	• FAA section 333 & COA application. • Initial and ongoing Policy writing and support. • COA, N number updates if applicable. • Updates on relevant new laws, regulations. • Capped at 75 hours/yr, additional billed @ $250/hr.
Consultation (Best Practices) Bundle (year 1)	$13,600	Standard: • Onsite Quarterly Business Reviews (QBRs) reviewing contract performance, client goals and objectives. • Approved business travel. • Mission-type definition • Industry best practices and technology trends • Proactive flight control, mission planning software upgrade recommendations. Software to be provided by drone equipment vendor. • Quarterly flight training material, flight manuals audits, and updates. • Drone operator & instructor certification and recertification. • Camera and payload operational recommendations. Capped at 50 hours/yr, additional billed @$250/hr.

Consultation (Best Practices) Bundle (years 2, 3, 4, 5)	$48,000	Standard: • Onsite Quarterly Business Reviews (QBRs) reviewing contract performance, client goals and objectives. • Approved business travel. • Mission-type definition • Industry best practices and technology trends • Proactive flight control, mission planning software upgrade recommendations. Software to be provided by drone equipment vendor. • Quarterly flight training material, flight manuals audits, and updates. • Drone operator & instructor certification and recertification. • Camera and payload operational recommendations. Capped at 200 hours/yr, additional billed @$250/hr.
Optional consultation:		Concept, architecture, high-level design consultation for video feed, livestreaming, data storage, mapping & 3D modeling applications.

- Drone Dynamics will assign a designated Implementation Manager to oversee governance across all domains of the engagement. Performance is reported during Quarterly Business Reviews (QBRs). Customer success, compliance, and investment protection is realized via ongoing proactive consultation that provides periodic updates to new laws/regulations, industry trends and as new technology hardware and software emerges providing new capability.
- Ongoing Best Practices consultation ensures that all equipment, and operating procedures are updated based on recommended maintenance schedules and audits.
- Term 1 Consultation (Legal, regulatory, and PR) deliverables are available as updates bundled in Term 2 Consultation (Best Practices).

DRONE DYNAMICS

Schedule B

A) Drone Operator's Training Program and Certification.

Includes 112 hours of (basic, intermediate, advanced) classroom, field-based training, written & hands-on proficiency tests. 6 full Drone Dynamics Training Program DJI Phantom 3Pro bundle kits. Also includes 75 hours of FAA instructor-led training. Includes annual support & maintenance.

Quantity	Item Description	DD Cost per Unit	DD Cost Total
6	Quadcopter (Phantom 3 Advanced)	$ 613	$ 3,678
6	Quadcopter Hard Transport Cases	$ 152	$ 912
18	Quadcopter LiPo Batteries	$ 96	$ 1,728
8	Spare props 2 pr	$ 8	$ 64
4	LiPo Batteries	$ 45	$ 180
4	LiPo Battery Meters	$ 159	$ 636
1	Portable Wind Meter	$ 10	$ 10
1	Weather Station Tripod	$ 85	$ 85
1	Weather Station Case	$ 100	$ 100
2	Platform Repair Kits	$ 250	$ 500
2	Repair Cases	$ 35	$ 70
	Equipment Total:		$ 7,963
	Taxes : (to be assessed on invoice)		
	Annual Support & Maintenance		$ 1,593
1	Comprehensive FAA compliant Drone Pilot/Operator Training (up to 30 students)		$ 28,900
	Training Total (year 1)		**$ 38,456**
4	"Train-the-Trainer" Instructor (year 2)	$ 7,500	$ 30,000

Training Equipment:

- Any equipment not listed above is excluded from this schedule.

- Annual Support & Maintenance covers full replacement (during Term 1) (vehicle, controller, sensor), including next business day shipping.
    - (Qty 2) Phantom 3 Advanced
    - Equipment repair rates billed @ $175/hr + parts.
- Equipment tune-up based on standard Drone Dynamics flight hours maintenance schedule. Loaner equipment available to minimize downtime.
- Equipment trade-in/refresh will be considered upon annual contract renewal and determined by Drone Dynamics based upon consultation with client's flight operations teams and new mission requirements.
- Shipping on equipment billed as pass-through.

Training:

- Group rate based on a minimum of 6 students, maximum of 30. A total of 15 students to advance and complete Intermediate level, and 15 students to complete Advanced.
- Incremental groups of 6 students can be added for $14,000/group, plus travel expense.
- Individual student rates are $3,500/person, plus travel expense.
- Onsite or Austin-based training options available.
- During year 2 authorized Hidalgo-County instructors are permitted to conduct training using Drone Dynamics Training program content, process, and materials exclusively to additional Hidalgo County-only students at an incremental charge of $750 per student. A total of 4 onsite visits included.
- Training program content, process, and materials represent Drone Dynamics intellectual property.

B) Training Program

Upon successful completion of the overall Drone Dynamics Training Program each student will receive a certificate for Drone Pilot's (Basic, Intermediate, and Advanced) sUAS Pilot Safety Course. As well, Hidalgo County will receive a drone student evaluation & proficiency report from Drone Dynamics certified instructors.

Drone Dynamics Basic Pilot Safety Training Program:

Week One: Two days (16hrs) Multi-rotor and Fixed wing Simulator-based Training
Week Two: One day (8hrs) Programing and Basic Pilot Safety Training Course with issuance of 6 Quadcopters (Phantom 3 Advanced) complete kits to students.

Training Objectives:

- Student will be familiar with basic platform safety.
- Student will be familiar with all laws restricting the flights of sUAS.
- Student will be familiar with No Fly Zones.
- Student will be familiar with FAA regulations pertaining to sUAS deployment. Student will be familiar with setting up their UAV platform, updating firmware, and understand the sUAS software interface.
- Student will be familiar with indoor/outdoor take-off and landing procedures.
- Student will be familiar with Drone Pilot Basic, Intermediate, and Advanced Training Courses and Certifications.
- Student will be familiar with all laws restricting the flights of sUAS.
- Student will be familiar with FAA regulations pertaining to sUAS deployment.
- Student will have a basic knowledge of the different types of applications for sUAS.
- Student will have a basic knowledge of the dangers with maintaining and piloting sUAS.
- Student will have a basic knowledge of sUAS components, functions, and basic maintenance requirements.
- Student will be proficient in performing a sUAS flight check and platform inspection.
- Student will be proficient in documenting sUAS maintenance, flights, and changes in payload.
- Student will be familiar with Flight Team roles and responsibilities.
- Student will be introduced to sUAS online and hands-on flying communities and insurance options.
- Student will show proficiency in basic orientation flying before a completion certificate can be awarded for the Drone Dynamics Basic Pilot Safety Course.

Week Three: One day (8hrs) hands-on Fixed-wing and Multi-rotor Orientation Flight Training.
Week Four: One day (8hrs) hands-on Fixed-wing and Multi-rotor Flight Training and Test-out.

Total Training Duration: 5 days (40hrs) over four weeks

Drone Dynamics Intermediate sUAS Fight Team Safety Training Program

Week One: One day (8hrs) Intermediate Flight Team Safety Training Course

Training Objectives:

- Student will hold a certificate for the Drone Dynamics Basic sUAS Pilot Safety Course.
- Student will be familiar with flight team roles and responsibilities.
- Student will be familiar with up to date FAA regulations pertaining to sUAS deployment.
- Student will be proficient in performing a sUAS flight check and platform inspection.
- Student will show proficiency in emergency procedures, manual flight, and flight operations in First Person View (FPV).
- Student will show proficiency in emergency procedures before a completion certificate can be awarded for the Drone Dynamics Intermediate sUAS Pilot Safety Course.

Week Two: One day (8hrs) Hands-On Emergency Procedures Flight Team Training
Week Three: One day (8hrs) Hands-On Manual Flight Team Training and FPV Flight Team Training
Week Four: One day (8hrs) Hands-On FPV Flight Team Challenge and Intermediate Course - Test Out

Total Training Hours: 4 days (32hrs) over four weeks.

Drone Dynamics Advanced sUAS Flight Team Training Program

Week one: One day (8hrs) Advanced Flight Team Safety Training Course

Training Objectives:

- Student will hold a certificate for Drone Pilot's Intermediate sUAS Pilot Safety Course.
- Student will have understanding of FAA 333 exemption and Certificate of Authorization (COA) process.
- Student will be introduced into advanced drone payloads and autonomous/equipment.
- Student will be introduction into sUAS support equipment.
- Student will show proficiency in mission planning.
- Student will show proficiency in site advance/assessment.
- Student will understand solar flares and monitoring weather conditions.
- Student will show proficiency in completing a aerial photography mission before a completion certificate can be awarded for the Drone Dynamics Advanced sUAS Pilot Safety Course.

Week Two: One day (8hrs) Advanced Aerial Vehicle Components and Support Equipment
Week Three: One day (8hrs) Hands On Operation of Mission Ready sUAS, Flight Team Assignments and operations.
Week Four: Two days (16hrs) Public Safety Flight Team Mission Scenarios and Final Test Out Flight Team Mission.

Total Training Hours: 5 days (40hrs) over four weeks.

Schedule C

Drone Dynamics Public Safety Deployment Equipment

Quantity	Item Description	DD Price per Unit	DD Price Total
	Public Safety Deployment Equipment (year 1):		
6	Inspire PRO w/ X5 camera kit *	$ 3,920	$ 23,520
36	TB48 5700mah battery	$ 134	$ 4,824
1	Batt Charger - commercial grade	$ 399	$ 399
6	GoProfessional Case (waterproof)	$ 375	$ 2,250
12	Spare QR props, 1 pr	$ 6	$ 72
4	64gb SanDisk Extreme	$ 41	$ 164
6	Tablet Apple Air2	$ 663	$ 3,978
	Equipment Total:	$ 5,538	$ 35,207
	Taxes: (to be assessed on invoice)		
	Annual Support & Maintenance (years 1, 2) (20%)		$ 7,041
	Total (year 1)		**$ 42,248**
	Public Safety Advanced Deployment Equip. (year 2):		
2	Fixed-wing system	$25,000	$ 50,000
4	DJI XT Thermal Flir 640-512 FLIR	$10,500	$ 42,000
	Annual Support & Maintenance (year 2) (20%)		$ 18,400
	Total (year 2):		**$110,400**
	Note *: kit includes: • 1 DJI Inspire Pro black, • 1 Zenmuse X5 camera + 3-axis gimbal, • 2 remote controllers, • 2 batteries, • 1 battery heater,		

	• 1 tablet sunshade, • 1 quad charger, • 2pr spare props		
	Exclusions: • Tethered drone • Livestreaming configuration • Cloud based storage, and cloud-based • and desktop mapping 3D modeling infrastructure • Contract flight services.		

- Annual Support & Maintenance covers full replacement (during the Term 1) (vehicle, controller, sensor), including next business day shipping.
    - (Qty 2) Inspire Pro, X5
    - Equipment repair rates billed @ $175/hr + parts.
- Support and Maintenance for Advanced Deployment Equipment includes (Qty 1/unit) quarterly tune-up and (Qty 1/unit) repair. Does not cover full replacement.
- All equipment tune-up based on standard Drone Dynamics flight hours maintenance schedule. Loaner equipment available to minimize downtime.
- Equipment trade-in/refresh will be considered upon annual contract renewal and determined by Drone Dynamics based upon consultation with client's flight operations teams and new mission requirements.
- Shipping on equipment billed as pass-through.

DRONE DYNAMICS, LLC
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Agreement") are made and entered into to be effective as of the_____ day of _____, 2016 ("Effective Date)", by and between Drone Dynamics, LLC, a Texas limited liability company ("Drone Dynamics") and _____ ("Client") (Drone Dynamics and Client being sometimes referred to herein as "Party" or "Parties").

1. Scope and Structure.

a. This Agreement sets forth the general terms and conditions under which Drone Dynamics will provide various services to its clients utilizing small unmanned remotely operated aircraft systems (commonly referred to as "drones", or "sUAS"), and small unmanned remotely operated vehicles (commonly referred to as "remotely operated vehicles", or "ROVs"). Additional terms and conditions pursuant to which the Parties may agree will be set forth in Services Agreements (herein so called) that will be made and entered into by and between the Parties, and which Services Agreements, upon execution thereof, shall be incorporated herein and be subject to these standard terms and conditions.

b. Each Services Agreement shall contain its own expiration and termination provisions and shall expire or terminate individually in accordance with such provisions. This Agreement shall remain in full force and effect in accordance with the term hereof from its Effective Date until it expires or is terminated in accordance with the provisions hereof, even if no Services Agreements are in effect at any given time.

c. In the event of any conflict or inconsistency between the provisions of this Agreement and any individual Services Agreement, the provisions of these standard terms and conditions shall control.

2. Drone Dynamics Services.

a. *In-house Model.* In this model Drone Dynamics provides training and advisory support for assisting the Client in developing an in-house sUAS and/or ROV program, with the Client providing its own pilots and operators.

b. *Out-sourced Model.* In this model Drone Dynamics provides sUAS and ROV capabilities utilizing Drone Dynamics' pilots and operators for agreed-upon Client services.

c. All sUAS and ROV operations will be conducted in accordance with Federal and state laws, rules and regulations and in accordance with the conditions and limitations provided in applicable Federal Aviation Administration grants of exemptions.

d. Services available to be included in the Services Agreements are(For termination definition see SERVICES AGREEMENT):

- Assist Client in understanding the economics and functionality of sUAS and ROVs in their operations
- Work with Client in determining what products and services best suit their needs
- Review "in-house v. out-sourced" options and assist Client in making decisions on which option is best for them
- Pilot and operator training
- Assist Client with understanding the regulatory landscape in the use of sUAS and ROVs
- Develop guidelines, processes and tactics to facilitate the use of sUAS and ROV's
- Complete provisioning of products and services
- Guidance on initial and on-going best practices for in-house teams
- Technology support
- Customer care – receiving and responding to incoming calls that relate to Client services performed by Drone Dynamics

e. For purposes of this Agreement, the term "Services" means the Drone Dynamics services that are specified in the Services Agreements.

3. Term and Termination.

a. The term of this Agreement shall begin on the Effective Date and shall continue in effect for a period of three (3) years thereafter. Following expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless either Drone Dynamics or Client notifies the other Party in writing at least ninety (90) days prior to the expiration of the initial or renewal term that Drone Dynamics or Client does not elect to have this Agreement be renewed.

b. Client may terminate this Agreement by written notice to Drone Dynamics pursuant to the section herein below entitled "Amendments to the Agreement."

c. Notwithstanding the above, this Agreement shall continue in full force and effect for as long as any Services Agreement is in effect, and this Agreement may not be terminated unless every Services Agreement between Drone Dynamics and Client is or has been terminated.

d. The term and termination provisions of the Services Agreements will be as specified therein.

4. Compensation.

a. The compensation to be paid by Client for services performed pursuant to this Agreement shall be as specified in the applicable Services Agreement.

b. Unless otherwise specified in the Services Agreement, all charges invoiced under this Agreement are due within thirty (30) days from the date of the invoice. All payments shall be payable at the offices of Drone Dynamics in Austin, Texas, in accordance with the instructions specified on the invoice. The amount of any invoice or part thereof which is more than thirty (30) days past due shall bear interest from its date until paid at the lesser of either (i) one and one-half percent (1 ½%) per month, or (ii) the highest rate of interest allowed by law.

c. Drone Dynamics shall have the right to suspend the performance of its Services due to invoices that are more than thirty (30) days past due.

5. Proprietary and Confidential Information.

a. Each Party shall maintain as confidential and shall not disclose to any third party any non-public information about the disclosing Party's business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a Party marked or designated "confidential", or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential, and further including (i) any and all intellectual property, proprietary information and trade secrets; (ii) financial information including rates and pricing for Services; (iii) technical information, such as software and software platforms, research, development, specifications, procedures, algorithms, data, designs, and know-how; (iv) business information, such as operations, objectives, management, assets, results, planning, marketing interests, timing, strategic partners, customers, products and services; (v) information collected or developed by a Party regarding its customers and clients; and (vi) any discussions, negotiations and proposals between the Parties under this Agreement (all of which is referred to herein as "Confidential Information").

b. The Confidential Information that must be protected under this Agreement includes (i) tangible information (such as written materials, models and specimens, including electronic media such as computer zip drives, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer); and (ii) information in oral form that is identified as being Confidential Information at the time of disclosure and confirmed in writing as Confidential Information within 30 days after the disclosure (or which, by its nature or the circumstances surrounding its oral disclosure, should reasonably be regarded as confidential, regardless of whether it was so later confirmed in writing). The Party to whom the information is provided shall protect the Confidential Information from both unauthorized use and unauthorized disclosure by exercising at a minimum the same degree of care that it uses with respect to information of its own of a similar nature; however, in all circumstances such Party must exercise no less than reasonable protective care.

c. Notwithstanding the above, each Party has no obligation to protect information that (i) is rightfully known to the Party before disclosure under this Agreement without obligation of confidentiality, (ii) is independently developed by the Party without relying on the Confidential Information, (iii) is or becomes part of the public domain without breach of this Agreement or breach of a similar agreement, (iv) is lawfully obtained from a third Party not under an obligation of confidentiality; or (v) is free of confidentiality restrictions by written agreement of the other Party or Public information by law.

d. Either Party may disclose Confidential Information to the extent required by law, regulation or any governmental entity with jurisdiction over it, including any court of competent jurisdiction; but the Party being required to provide the Confidential Information by legal process must give the other Party prompt written notice of the required disclosure to permit that Party to seek a protective order and will disclose only such information as is legally required. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order or reference to applicable law or regulation.

e. This Agreement does not obligate either Party to disclose any Confidential Information or take any other action not expressly agreed to herein. All Confidential Information of a Party will remain the exclusive and sole property of such Party.

f. Each Party agrees that the disclosure or use of Confidential Information in violation of this Agreement may cause irreparable injury that is inadequately compensable in monetary damages. Accordingly, either Party may seek injunctive relief for the breach or threatened breach of these Proprietary and Confidential Information provisions of this Agreement, in addition to any other remedies in law or equity. This provision does not alter any other remedies available to either Party.

g. Each Party agrees, at the sole option of the other Party and upon 10 days written notice, to return or destroy all written, tangible or otherwise accessible material in any form (including without limitation electronic media such as computer zip drives, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Confidential Information of the other Party.

h. The provisions of this Proprietary and Confidential

Information section of this Agreement shall remain in full force for a period of three (3) years beyond the later of the termination of this Agreement or any Services Agreement.

6. Intellectual Property; Discoveries.

a. Drone Dynamics shall retain all right, title, and interest, in and to its own intellectual property including trademarks, patent rights, copyright interests, trade secrets and other forms of intellectual property, in and to the Drone Dynamics Services provided for herein, along with the platform software associated therewith, including without limitation, source and object code, data gathered or generated, plans, enhancements, reports, designs, technical know-how, manuals, documentation and other information used, employed or obtained by Drone Dynamics in the provisioning of the Services under this Agreement. Client shall not reverse engineer any software platform associated with the Services nor shall it authorize, request or allow any of its affiliates or vendors to reverse engineer the Drone Dynamics Services software platform.

b. Client agrees that any inventions, designs, improvements, and discoveries (herein individually and collectively "Discoveries") made by Client or Drone Dynamics during the term hereof, solely or jointly with others, which are made with equipment, supplies, facilities, trade secrets, or time of Drone Dynamics, or which relate to the Services, shall be the exclusive property of Drone Dynamics. Client agrees that it will promptly and fully inform and disclose to Drone Dynamics all such Discoveries, and Client agrees to assign such Discoveries to Drone Dynamics. Client also agrees that Drone Dynamics shall have the right to keep such Discoveries as trade secrets. For purposes hereof, the Discoveries shall be deemed to have been made during the term hereof if, during such period, the Discoveries were conceived or first actually reduced to practice.

7. Business Records. All files, records, documents, drawings, specifications, equipment, and similar items relating to the business of Drone Dynamics or Client shall remain the exclusive property of such Party and shall be left with or returned to such Party upon termination of this Agreement.

8. No License.

a. All computer programs, software, drawings, diagrams, specifications and other materials now or hereafter developed or licensed by Drone Dynamics, or which may be developed by Drone Dynamics in connection with provisioning of the Services to Client, whether or not developed at the specific request of Client, shall remain the property of Drone Dynamics and Client acquires no license, sublicense or any other rights in the same by virtue of this Agreement or the provisioning of the Services, unless otherwise agreed in writing by the Parties.

b. Notwithstanding the above, Drone Dynamics grants to Client a non-exclusive license, solely for the purposes described in this Agreement, to access and use the Drone Dynamics portal in connection with the Services. Except for the limited rights and licenses that may be expressly granted herein, no other license is granted, no other use is permitted.

9. Insurance.

Drone Dynamics represents and warrants to Client, and Client represents and warrants to Drone Dynamics, that each will maintain insurance covering all operations of the sUAS or ROV under this Agreement with an insurance company with a Best's rating of B+ or better and authorized in all states where the Services are performed, that names the other Party as an additional insured on a primary basis, including coverage for defense costs, without any contribution from its own insurers (who shall provide coverage on an excess basis only), that provides that the other Party shall receive at least ten (10) days' notice before cancellation and showing the following insurance in place and currently effective:

(i) Automobile bodily injury and property damage insurance in a combined single limit of not less than one Million dollars ($1,000,000) per occurrence;

(ii) Broad form comprehensive general liability insurance, insuring itself against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the Services, with the other Party as an additional insured under such policy in the amount of one million dollars ($1,000,000);

(iii) Workers Compensation insurance in an amount required in each domicile where employees are used in association with the Services;

(iv) Any additional coverages in an amount or by type as required by any Federal, State or local governmental body.

10. Representations and Warranties.

a. Drone Dynamics represents and warrants to Client that (i) Drone Dynamics has the authority to enter into this Agreement and to perform its obligations hereunder, (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and (iii) the execution and performance by it of this Agreement will not violate, breach or conflict with, or have the effect of violating, breaching or causing a conflict with, any other agreement to which it is a Party.

b. Client represents and warrants to Drone Dynamics that (i) Client has the authority to enter into this Agreement and to perform its obligations hereunder,

(ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, (iii) the execution and performance by it of this Agreement will not violate, breach or conflict with, or have the effect of violating, breaching or causing a conflict with, any other agreement to which it is a Party, (iv) the data provided to Drone Dynamics by Client for use in its portal or in connection with the Services shall be accurate, true and correct, and (v) it has all rights necessary to grant Drone Dynamics access to its information (confidential or otherwise), its property and physical facilities in connection with the Services to be rendered hereunder.

11. Client Affiliates. Upon Client's request and Drone Dynamics' prior written approval (which approval may be withheld in Drone Dynamics' sole discretion), Client's divisions, subsidiaries, or other persons or entities that directly or indirectly, through one or more intermediaries, control, or are controlled by, or are under common control with Client (referred to herein as "Affiliates") may become Parties to this Agreement, whereupon they shall be included in the definition of "Client" herein. If an Affiliate previously approved by Drone Dynamics as a Party to the Agreement ceases to be an Affiliate, notwithstanding anything to the contrary in this Agreement Drone Dynamics shall have the right to immediately terminate this Agreement and Services to such Affiliate. Client is solely responsible for its Affiliates.

12. Independent Contractor Relationship. Drone Dynamics shall perform all Services solely as an independent contractor for Client and Affiliates and not as an agent or employee of Client or any Affiliate. Nothing contained in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the Parties hereto, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

13. Marketing and Promotional. Upon Drone Dynamics' request and Client's prior written approval (which approval may be withheld in Client's sole discretion), Client may (i) grant to Drone Dynamics the right and license to use and display Client's name, logos, trademarks and trade names for marketing and promotional purposes, (ii) allow Drone Dynamics to name Client as a reference to prospective customers, and (iii) allow Drone Dynamics' prospective customers to contact and/or visit Client to discuss and/or view its operations in the use of the Services, provided, however, that such discussions or visits shall not interfere with the operation of Client's business, and provided further, that, such discussions or visits shall not require the dissemination of any Confidential Information relating to Client.

14. Third-Party Products. Drone Dynamics shall have the right to provide and/or incorporate into the Services and/or its portal "Third-Party Products," meaning goods, services, software and/or hardware from a person or entity other than Drone Dynamics or Client. Third-Party Products are the property of their respective manufacturers, licensors, or other providers.

15. No Warranty. DRONE DYNAMICS MAKES NO WARRANTIES, VERBAL OR WRITTEN, IN RELATION TO THIS AGREEMENT, PORTAL, OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR EXPRESS OR IMPLIED FITNESS FOR A PARTICULAR PURPOSE. FURTHER, DRONE DYNAMICS MAKES NO WARRANTIES THAT THE PORTAL OR SERVICES WILL FUNCTION UNINTERUPTED OR ERROR FREE, NOR THAT THE RESULTS OF USAGE OF ITS PORTAL OR ANY SERVICES OR THE FUNCTIONALITY OF THE PORTAL OR ANY SERVICES WILL MEET CLIENTS', ITS AFFILIATES' OR ANY PERMITTED USERS' EXPECTATIONS OR REQUIREMENTS.

16. Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOSS OF LIFE OR PERSONAL INJURY, LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OR INACCURACY OF ANY DATA, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DRONE DYNAMICS' LIABILITY TO CLIENT FOR ACTUAL DIRECT DAMAGES ARISING FROM THE AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO DRONE DYNAMICS UNDER THE AGREEMENT FOR THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY RAISE ANY CLAIM UNDER THE AGREEMENT MORE THAN TWO YEARS AFTER THE EFFECTIVE DATE OF THE TERMINATION OF THE AGREEMENT; PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SENTENCE SHALL NOT APPLY IN THE CASE OF ANY CLAIM TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF EITHER PARTY.

17. Indemnification by Drone Dynamics. Drone Dynamics shall defend, indemnify and hold harmless Client, its Affiliates, and any of their respective directors, officers, employees and agents (each, a "Client Indemnitee") from and against any third party claim, action, loss, liability (in any form), or other amounts, including, without limitation reasonable out-of-pocket attorneys' fees and expenses incurred by or rendered against a Client Indemnitee arising from (a) Drone Dynamics' material breach of the Agreement; or (b) Drone Dynamics' infringement of intellectual property, provided that Client gives prompt notice to Drone Dynamics of such claims. The obligations of Drone Dynamics contained in this paragraph shall

survive for three (3) years after termination of the Agreement.

18. Indemnification by Client. Client shall defend, hold harmless and indemnify Drone Dynamics, its directors, officers, employees, and agents harmless from and against any third party claim, action, loss, liability (in any form), or other amounts, including, without limitation reasonable out-of-pocket attorneys' fees and expenses incurred by or rendered against Drone Dynamics arising from (i) Client's and Affiliates' breach of the Agreement, (ii) any Agreement between Client and a third party related to Client's use of the Service(s); (iii) any act by Client (iv) Client's infringement of intellectual property; or (v) any information and/or data provided by Client and Affiliate to Drone Dynamics, provided that Drone Dynamics gives prompt notice to Client of such claims. The obligations of Client contained in this paragraph shall survive for three (3) years after termination of the Agreement, to the extent permitted by law.

19. Consents. Notwithstanding any provision of this Agreement to the contrary, if the provisioning of any Services as contemplated by this Agreement requires the consent, approval or authorization of any third party, Drone Dynamics (with the cooperation and assistance of Client, if necessary) shall use its commercially reasonable efforts to obtain as promptly as possible such consent, approval or authorization, and shall be excused from performing such Services while these efforts are being made. If any such consent, approval or authorization is not able to be obtained in a reasonable period of time, the Parties shall cooperate in good faith to devise an alternative arrangement to the provisioning of such Services that is reasonably satisfactory to each Party.

20. Amendments to the Agreement.

(a) Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be amended by the following methods:

(i) By mutual written agreement of the Parties.

(ii) By Drone Dynamics upon thirty (30) days written notice of the proposed amendment to Client. This thirty (30) day period is herein referred to as the "Notice Period". This written notice may be given in one or both of the following manners:

(A) By posting the amendment on the portal maintained by Drone Dynamics on the Internet which Client has access to. For notices given in this manner the Notice Period shall commence on the third business day after being posted.

(B) Personal hand delivery to a representative of Client in person. For notices given in this manner the Notice Period shall commence on the day of personal hand delivery.

(C) Transmitted by facsimile on a business day with proof of delivery. For notices given in this manner the Notice Period shall commence on the date of the proof of delivery.

(D) By delivery to a nationally recognized overnight courier service, postage prepaid, for next business day delivery. For notices given in this manner the Notice Period shall commence on the second business day following the date of the delivery to the courier.

(E) Notwithstanding the above, for notices given in both manners the Notice Period shall commence on the third business day following the day after being posted on the Internet.

(b) Written amendments pursuant to this Section may include word changes in the body of the Agreement, along with additional documents such as addendums and supplements.

(c) Upon expiration of the Notice Period, Drone Dynamics may post the final format of an amendment as an "Effective Amendment" on the portal maintained by Drone Dynamics on the Internet which Client has access to, and may also, but is not required to, give notice of the amendment in one of the manners set forth above. The amendment shall become effective on the day and time of posting on the Internet.

(d) Client shall have the right to terminate this Agreement by written notice to Drone Dynamics within fifteen (15) days of the posting of an Effective Amendment. Such termination shall be subject to the provisions herein regarding survival of the Services Agreement.

21. Miscellaneous.

a. Waiver. The terms and conditions of the Agreement may not be waived or modified unless in writing signed by both Parties. The failure at any time to require the other Party's performance of any obligation under the Agreement shall not affect the right subsequently to require performance of that obligation.

b. Headings. Any headings of sections of this Agreement are solely for the convenience of the Parties and are not to be used in any interpretation of this Agreement.

c. Counterparts. This Agreement may be executed in several counterparts; each such counterpart shall be considered an original agreement and all such executed counterparts shall constitute one Agreement.

d. Governing Law. This Agreement is subject to and shall be enforced in accordance with the laws of the State of Texas.

e. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof. This Agreement supersedes any prior written or oral agreements between the Parties.

f. Severability. If any covenant or provision of this Agreement or the application thereof to any Party or circumstance shall be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such covenant or provision to any other Party or any other circumstance shall not be thereby affected. In such event, the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with another reflecting the same relative distribution of economic benefits and burdens.

g. Dispute Forum; Injunction, Damages and Attorney's Fees. The Parties agree that they shall submit any disputes between them concerning the meaning of the Agreement or concerning their rights, obligations or performance hereunder, exclusively to state or federal courts located in Austin, Texas. The court shall have the right to award injunctive relief, actual, out of pocket damages only consistent with the terms of the Agreement, but neither Party is entitled to indirect, special, incidental, consequential or punitive damages. In any action, the substantially prevailing Party shall be entitled to recover reasonable out-of-pocket attorney's fees and court costs.

h. Force Majeure. Except for Client's payment obligations, if any Party to the Agreement is unable to meet its obligations under the Agreement as a result of flood, earthquake, storm, other acts of God, acts of war, acts of terrorism, fire, derailment, accident, strike, lockout, mechanical breakdown, computer or software malfunction or glitch, explosion, war, insurrection, riot, embargo, act of government or governmental agency or other similar cause beyond the reasonable control ("Force Majeure") of the Party seeking to be excused from performance under Force Majeure, such Party will be excused from performing its obligations for the duration of the Force Majeure.

i. Successors and Assigns. This Agreement shall apply to and bind the successors and assigns of the Parties hereto; provided, however, neither the Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by Drone Dynamics or Client, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign the Agreement in connection with a sale of substantially all of the assets, stock or ownership interests of a Party, a reorganization, merger or liquidity event.

j. Survival. Any provision of this Agreement, which by its nature cannot or will not be performed prior to the termination of this Agreement shall survive termination.

k. Notices (Other Than Notices of Amendments to this Agreement). All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made as follows to the Parties at their addresses set forth below: (i) by personal hand delivery to a representative of a Party in person - for notices given in this manner the date of the notice shall be deemed to be the actual day of such personal hand delivery; (ii) transmitted by facsimile on a business day with proof of delivery - for notices given in this manner the date of the notice shall be deemed to be the date of the proof of delivery; or (iii) by delivery to a nationally recognized overnight courier service, postage prepaid, for next business day delivery - for notices given in this manner the date of the notice shall be deemed to be the second business day following the date of the delivery to the courier.

If to Drone Dynamics:

Drone Dynamics, LLC
Attention: Chief Executive Officer

If to Client:

_____

Attention: _____

_____

ENTERED INTO AS OF THE DATE SET FORTH ABOVE.

Drone Dynamics, LLC

_____
Robert Rocque, Chief Executive Officer

_____
"Client"

By: _____

Its: _____

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

updated Terms and Conditions

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Aug 08, 2016 08:46 AM
1 attachment

Subject : updated Terms and Conditions

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Ricardo Saldana <ricardo.saldana@co.hidalgo.tx.us>, heidi ortiz <heidi.ortiz@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

please see attached final version of updated Terms and Conditions. Heidi, the last version of the Service agreement is fine.

thank you,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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

TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

Drone Dynamics Standard Terms and Conditions.080816.pdf
76 KB

DRONE DYNAMICS, LLC
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Agreement") are made and entered into to be effective as of the_____ day of _____, 2016 ("Effective Date)", by and between Drone Dynamics, LLC, a Texas limited liability company ("Drone Dynamics") and _____ ("Client") (Drone Dynamics and Client being sometimes referred to herein as "Party" or "Parties").

1. Scope and Structure.

a. This Agreement sets forth the general terms and conditions under which Drone Dynamics will provide various services to its clients utilizing small unmanned remotely operated aircraft systems (commonly referred to as "drones", or "SUAS"), and small unmanned remotely operated vehicles (commonly referred to as "remotely operated vehicles", or "ROVs"). Additional terms and conditions pursuant to which the Parties may agree will be set forth in Services Agreements (herein so called) that will be made and entered into by and between the Parties, and which Services Agreements, upon execution thereof, shall be incorporated herein and be subject to these standard terms and conditions.

b. Each Services Agreement shall contain its own expiration and termination provisions and shall expire or terminate individually in accordance with such provisions. This Agreement shall remain in full force and effect in accordance with the term hereof from its Effective Date until it expires or is terminated in accordance with the provisions hereof, even if no Services Agreements are in effect at any given time.

c. In the event of any conflict or inconsistency between the provisions of this Agreement and any individual Services Agreement, the provisions of these standard terms and conditions shall control.

2. Drone Dynamics Services.

a. *In-house Model*. In this model Drone Dynamics provides training and advisory support for assisting the Client in developing an in-house SUAS and/or ROV program, with the Client providing its own pilots and operators.

b. *Out-sourced Model*. In this model Drone Dynamics provides SUAS and ROV capabilities utilizing Drone Dynamics' pilots and operators for agreed-upon Client services.

c. All SUAS and ROV operations will be conducted in accordance with Federal and state laws, rules and regulations and in accordance with the conditions and limitations provided in applicable Federal Aviation Administration grants of exemptions.

d. Services available to be included in the Services Agreements are(For termination definition see SERVICES AGREEMENT:

- Assist Client in understanding the economics and functionality of SUAS and ROVs in their operations
- Work with Client in determining what products and services best suit their needs
- Review "in-house v. out-sourced" options and assist Client in making decisions on which option is best for them
- Pilot and operator training
- Assist Client with understanding the regulatory landscape in the use of SUAS and ROVs
- Develop guidelines, processes and tactics to facilitate the use of SUAS and ROV's
- Complete provisioning of products and services
- Guidance on initial and on-going best practices for in-house teams
- Technology support
- Customer care – receiving and responding to incoming calls that relate to Client services performed by Drone Dynamics

e. For purposes of this Agreement, the term "Services" means the Drone Dynamics services that are specified in the Services Agreements.

3. Term and Termination.

a. The term of this Agreement shall begin on the Effective Date and shall continue in effect for a period of three (3) years thereafter. Following expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless either Drone Dynamics or Client notifies the other Party in writing at least ninety (90) days prior to the expiration of the initial or renewal term that Drone Dynamics or Client does not elect to have this Agreement be renewed.

b. Client may terminate this Agreement by written notice to Drone Dynamics pursuant to the section herein below entitled "Amendments to the Agreement."

c. Notwithstanding the above, this Agreement shall continue in full force and effect for as long as any Services Agreement is in effect, and this Agreement may not be terminated unless every Services Agreement between Drone Dynamics and Client is or has been terminated.

d. The term and termination provisions of the Services Agreements will be as specified therein.

4. Compensation.

a. The compensation to be paid by Client for services performed pursuant to this Agreement shall be as specified in the applicable Services Agreement.

b. Unless otherwise specified in the Services Agreement, all charges invoiced under this Agreement are due within thirty (30) days from the date of the invoice. All payments shall be payable at the offices of Drone Dynamics in Austin, Texas, in accordance with the instructions specified on the invoice. The amount of any invoice or part thereof which is more than thirty (30) days past due shall bear interest from its date until paid at the lesser of either (i) one and one-half percent (1 ½%) per month, or (ii) the highest rate of interest allowed by law.

c. Drone Dynamics shall have the right to suspend the performance of its Services due to invoices that are more than thirty (30) days past due.

5. Proprietary and Confidential Information.

a. Each Party shall maintain as confidential and shall not disclose to any third party any non-public information about the disclosing Party's business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a Party marked or designated "confidential", or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential, and further including (i) any and all intellectual property, proprietary information and trade secrets; (ii) financial information including rates and pricing for Services; (iii) technical information, such as software and software platforms, research, development, specifications, procedures, algorithms, data, designs, and know-how; (iv) business information, such as operations, objectives, management, assets, results, planning, marketing interests, timing, strategic partners, customers, products and services; (v) information collected or developed by a Party regarding its customers and clients; and (vi) any discussions, negotiations and proposals between the Parties under this Agreement (all of which is referred to herein as "Confidential Information").

b. The Confidential Information that must be protected under this Agreement includes (i) tangible information (such as written materials, models and specimens, including electronic media such as computer zip drives, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer); and (ii) information in oral form that is identified as being Confidential Information at the time of disclosure and confirmed in writing as Confidential Information within 30 days after the disclosure (or which, by its nature or the circumstances surrounding its oral disclosure, should reasonably be regarded as confidential, regardless of whether it was so later confirmed in writing). The Party to whom the information is provided shall protect the Confidential Information from both unauthorized use and unauthorized disclosure by exercising at a minimum the same degree of care that it uses with respect to information of its own of a similar nature; however, in all circumstances such Party must exercise no less than reasonable protective care.

c. Notwithstanding the above, each Party has no obligation to protect information that (i) is rightfully known to the Party before disclosure under this Agreement without obligation of confidentiality, (ii) is independently developed by the Party without relying on the Confidential Information, (iii) is or becomes part of the public domain without breach of this Agreement or breach of a similar agreement, (iv) is lawfully obtained from a third Party not under an obligation of confidentiality; or (v) is free of confidentiality restrictions by written agreement of the other Party or Public information by law.

d. Either Party may disclose Confidential Information to the extent required by law, regulation or any governmental entity with jurisdiction over it, including any court of competent jurisdiction; but the Party being required to provide the Confidential Information by legal process must give the other Party prompt written notice of the required disclosure to permit that Party to seek a protective order and will disclose only such information as is legally required. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order or reference to applicable law or regulation.

e. This Agreement does not obligate either Party to disclose any Confidential Information or take any other action not expressly agreed to herein. All Confidential Information of a Party will remain the exclusive and sole property of such Party.

f. Each Party agrees that the disclosure or use of Confidential Information in violation of this Agreement may cause irreparable injury that is inadequately compensable in monetary damages. Accordingly, either Party may seek injunctive relief for the breach or threatened breach of these Proprietary and Confidential Information provisions of this Agreement, in addition to any other remedies in law or equity. This provision does not alter any other remedies available to either Party.

g. Each Party agrees, at the sole option of the other Party and upon 10 days written notice, to return or destroy all written, tangible or otherwise accessible material in any form (including without limitation electronic media such as computer zip drives, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Confidential Information of the other Party.

h. The provisions of this Proprietary and Confidential

Information section of this Agreement shall remain in full force for a period of three (3) years beyond the later of the termination of this Agreement or any Services Agreement.

6. Intellectual Property; Discoveries.

a. Drone Dynamics shall retain all right, title, and interest, in and to its own intellectual property including trademarks, patent rights, copyright interests, trade secrets and other forms of intellectual property, in and to the Drone Dynamics Services provided for herein, along with the platform software associated therewith, including without limitation, source and object code, data gathered or generated, plans, enhancements, reports, designs, technical know-how, manuals, documentation and other information used, employed or obtained by Drone Dynamics in the provisioning of the Services under this Agreement. Client shall not reverse engineer any software platform associated with the Services nor shall it authorize, request or allow any of its affiliates or vendors to reverse engineer the Drone Dynamics Services software platform.

b. Client agrees that any inventions, designs, improvements, and discoveries (herein individually and collectively "Discoveries") made by Client or Drone Dynamics during the term hereof, solely or jointly with others, which are made with equipment, supplies, facilities, trade secrets, or time of Drone Dynamics, or which relate to the Services, shall be the exclusive property of Drone Dynamics. Client agrees that it will promptly and fully inform and disclose to Drone Dynamics all such Discoveries, and Client agrees to assign such Discoveries to Drone Dynamics. Client also agrees that Drone Dynamics shall have the right to keep such Discoveries as trade secrets. For purposes hereof, the Discoveries shall be deemed to have been made during the term hereof if, during such period, the Discoveries were conceived or first actually reduced to practice.

7. Business Records. All files, records, documents, drawings, specifications, equipment, and similar items relating to the business of Drone Dynamics or Client shall remain the exclusive property of such Party and shall be left with or returned to such Party upon termination of this Agreement.

8. No License.

a. All computer programs, software, drawings, diagrams, specifications and other materials now or hereafter developed or licensed by Drone Dynamics, or which may be developed by Drone Dynamics in connection with provisioning of the Services to Client, whether or not developed at the specific request of Client, shall remain the property of Drone Dynamics and Client acquires no license, sublicense or any other rights in the same by virtue of this Agreement or the provisioning of the Services, unless otherwise agreed in writing by the Parties.

b. Notwithstanding the above, Drone Dynamics grants to Client a non-exclusive license, solely for the purposes described in this Agreement, to access and use the Drone Dynamics portal in connection with the Services. Except for the limited rights and licenses that may be expressly granted herein, no other license is granted, no other use is permitted.

9. Insurance.

Drone Dynamics represents and warrants to Client, and Client represents and warrants to Drone Dynamics, that each will maintain insurance covering all operations of the SUAS or ROV under this Agreement with an insurance company with a Best's rating of B+ or better and authorized in all states where the Services are performed, that names the other Party as an additional insured on a primary basis, including coverage for defense costs, without any contribution from its own insurers (who shall provide coverage on an excess basis only), that provides that the other Party shall receive at least ten (10) days' notice before cancellation and showing the following insurance in place and currently effective:

(i) Automobile bodily injury and property damage insurance in a combined single limit of not less than one Million dollars ($1,000,000) per occurrence;

(ii) Broad form comprehensive general liability insurance, insuring itself against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the Services, with the other Party as an additional insured under such policy in the amount of one million dollars ($1,000,000);

(iii) Workers Compensation insurance in an amount required in each domicile where employees are used in association with the Services;

(iv) Any additional coverages in an amount or by type as required by any Federal, State or local governmental body.

10. Representations and Warranties.

a. Drone Dynamics represents and warrants to Client that (i) Drone Dynamics has the authority to enter into this Agreement and to perform its obligations hereunder, (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and (iii) the execution and performance by it of this Agreement will not violate, breach or conflict with, or have the effect of violating, breaching or causing a conflict with, any other agreement to which it is a Party.

b. Client represents and warrants to Drone Dynamics that (i) Client has the authority to enter into this Agreement and to perform its obligations hereunder,

(ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, (iii) the execution and performance by it of this Agreement will not violate, breach or conflict with, or have the effect of violating, breaching or causing a conflict with, any other agreement to which it is a Party, (iv) the data provided to Drone Dynamics by Client for use in its portal or in connection with the Services shall be accurate, true and correct, and (v) it has all rights necessary to grant Drone Dynamics access to its information (confidential or otherwise), its property and physical facilities in connection with the Services to be rendered hereunder.

11. Client Affiliates. Upon Client's request and Drone Dynamics' prior written approval (which approval may be withheld in Drone Dynamics' sole discretion), Client's divisions, subsidiaries, or other persons or entities that directly or indirectly, through one or more intermediaries, control, or are controlled by, or are under common control with Client (referred to herein as "Affiliates") may become Parties to this Agreement, whereupon they shall be included in the definition of "Client" herein. If an Affiliate previously approved by Drone Dynamics as a Party to the Agreement ceases to be an Affiliate, notwithstanding anything to the contrary in this Agreement Drone Dynamics shall have the right to immediately terminate this Agreement and Services to such Affiliate. Client is solely responsible for its Affiliates.

12. Independent Contractor Relationship. Drone Dynamics shall perform all Services solely as an independent contractor for Client and Affiliates and not as an agent or employee of Client or any Affiliate. Nothing contained in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the Parties hereto, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

13. Marketing and Promotional. Upon Drone Dynamics' request and Client's prior written approval (which approval may be withheld in Client's sole discretion), Client may (i) grant to Drone Dynamics the right and license to use and display Client's name, logos, trademarks and trade names for marketing and promotional purposes, (ii) allow Drone Dynamics to name Client as a reference to prospective customers, and (iii) allow Drone Dynamics' prospective customers to contact and/or visit Client to discuss and/or view its operations in the use of the Services, provided, however, that such discussions or visits shall not interfere with the operation of Client's business, and provided further, that, such discussions or visits shall not require the dissemination of any Confidential Information relating to Client.

14. Third-Party Products. Drone Dynamics shall have the right to provide and/or incorporate into the Services and/or its portal "Third-Party Products," meaning goods, services, software and/or hardware from a person or entity other than Drone Dynamics or Client. Third-Party Products are the property of their respective manufacturers, licensors, or other providers.

15. No Warranty. DRONE DYNAMICS MAKES NO WARRANTIES, VERBAL OR WRITTEN, IN RELATION TO THIS AGREEMENT, PORTAL, OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR EXPRESS OR IMPLIED FITNESS FOR A PARTICULAR PURPOSE. FURTHER, DRONE DYNAMICS MAKES NO WARRANTIES THAT THE PORTAL OR SERVICES WILL FUNCTION UNINTERUPTED OR ERROR FREE, NOR THAT THE RESULTS OF USAGE OF ITS PORTAL OR ANY SERVICES OR THE FUNCTIONALITY OF THE PORTAL OR ANY SERVICES WILL MEET CLIENTS', ITS AFFILIATES' OR ANY PERMITTED USERS' EXPECTATIONS OR REQUIREMENTS.

16. Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOSS OF LIFE OR PERSONAL INJURY, LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OR INACCURACY OF ANY DATA, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DRONE DYNAMICS' LIABILITY TO CLIENT FOR ACTUAL DIRECT DAMAGES ARISING FROM THE AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO DRONE DYNAMICS UNDER THE AGREEMENT FOR THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY RAISE ANY CLAIM UNDER THE AGREEMENT MORE THAN FOUR YEARS AFTER THE EFFECTIVE DATE OF THE TERMINATION OF THE AGREEMENT; PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SENTENCE SHALL NOT APPLY IN THE CASE OF ANY CLAIM TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF EITHER PARTY.

17. Indemnification by Drone Dynamics. Drone Dynamics shall defend, indemnify and hold harmless Client, its Affiliates, and any of their respective directors, officers, employees and agents (each, a "Client Indemnitee") from and against any third party claim, action, loss, liability (in any form), or other amounts, including, without limitation reasonable out-of-pocket attorneys' fees and expenses incurred by or rendered against a Client Indemnitee arising from (a) Drone Dynamics' material breach of the Agreement; or (b) Drone Dynamics' infringement of intellectual property, provided that Client gives prompt notice to Drone Dynamics of such claims. The obligations of Drone Dynamics contained in this paragraph shall

survive for three (3) years after termination of the Agreement.

18. Indemnification by Client. Client shall defend to the extent of the laws permitted within the state of Texas, hold harmless and indemnify Drone Dynamics, its directors, officers, employees, and agents harmless from and against any third party claim, action, loss, liability (in any form), or other amounts, including, without limitation reasonable out-of-pocket attorneys' fees and expenses incurred by or rendered against Drone Dynamics arising from (i) Client's and Affiliates' breach of the Agreement, (ii) any Agreement between Client and a third party related to Client's use of the Service(s); (iii) any act by Client (iv) Client's infringement of intellectual property; or (v) any information and/or data provided by Client and Affiliate to Drone Dynamics, provided that Drone Dynamics gives prompt notice to Client of such claims. The obligations of Client contained in this paragraph shall survive for three (3) years after termination of the Agreement, to the extent permitted by law.

19. Consents. Notwithstanding any provision of this Agreement to the contrary, if the provisioning of any Services as contemplated by this Agreement requires the consent, approval or authorization of any third party, Drone Dynamics (with the cooperation and assistance of Client, if necessary) shall use its commercially reasonable efforts to obtain as promptly as possible such consent, approval or authorization, and shall be excused from performing such Services while these efforts are being made. If any such consent, approval or authorization is not able to be obtained in a reasonable period of time, the Parties shall cooperate in good faith to devise an alternative arrangement to the provisioning of such Services that is reasonably satisfactory to each Party.

20. Amendments to the Agreement.

(a) Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be amended by the following methods:

(i) By mutual written agreement of the Parties.

(ii) By Drone Dynamics upon thirty (30) days written notice of the proposed amendment to Client. This thirty (30) day period is herein referred to as the "Notice Period". This written notice may be given in one or both of the following manners:

(A) By posting the amendment on the portal maintained by Drone Dynamics on the Internet which Client has access to. For notices given in this manner the Notice Period shall commence on the third business day after being posted.

(B) Personal hand delivery to a representative of Client in person. For notices given in this manner the Notice Period shall commence on the day of personal hand delivery.

(C) Transmitted by facsimile on a business day with proof of delivery. For notices given in this manner the Notice Period shall commence on the date of the proof of delivery.

(D) By delivery to a nationally recognized overnight courier service, postage prepaid, for next business day delivery. For notices given in this manner the Notice Period shall commence on the the second business day following the date of the delivery to the courier.

(E) Notwithstanding the above, for notices given in both manners the Notice Period shall commence on the third business day following the day after being posted on the Internet.

(b) Written amendments pursuant to this Section may include word changes in the body of the Agreement, along with additional documents such as addendums and supplements.

(c) Upon expiration of the Notice Period, Drone Dynamics may post the final format of an amendment as an "Effective Amendment" on the portal maintained by Drone Dynamics on the Internet which Client has access to, and may also, but is not required to, give notice of the amendment in one of the manners set forth above. The amendment shall become effective on the day and time of posting on the Internet.

(d) Client shall have the right to terminate this Agreement by written notice to Drone Dynamics within fifteen (15) days of the posting of an Effective Amendment. Such termination shall be subject to the provisions herein regarding survival of the Services Agreement.

21. Miscellaneous.

a. Waiver. The terms and conditions of the Agreement may not be waived or modified unless in writing signed by both Parties. The failure at any time to require the other Party's performance of any obligation under the Agreement shall not affect the right subsequently to require performance of that obligation.

b. Headings. Any headings of sections of this Agreement are solely for the convenience of the Parties and are not to be used in any interpretation of this Agreement.

c. Counterparts. This Agreement may be executed in several counterparts; each such counterpart shall be considered an original agreement and all such executed counterparts shall constitute one Agreement.

d. Governing Law. This Agreement is subject to and shall be enforced in accordance with the laws of the State of Texas.

e. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof. This Agreement supersedes any prior written or oral agreements between the Parties.

f. Severability. If any covenant or provision of this Agreement or the application thereof to any Party or circumstance shall be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such covenant or provision to any other Party or any other circumstance shall not be thereby affected. In such event, the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with another reflecting the same relative distribution of economic benefits and burdens.

g. Dispute Forum; Injunction, Damages and Attorney's Fees. The Parties agree that they shall submit any disputes between them concerning the meaning of the Agreement or concerning their rights, obligations or performance hereunder, exclusively to state or federal courts located in Austin, Texas. The court shall have the right to award injunctive relief, actual, out of pocket damages only consistent with the terms of the Agreement, but neither Party is entitled to indirect, special, incidental, consequential or punitive damages. In any action, the substantially prevailing Party shall be entitled to recover reasonable out-of-pocket attorney's fees and court costs.

h. Force Majeure. Except for Client's payment obligations, if any Party to the Agreement is unable to meet its obligations under the Agreement as a result of flood, earthquake, storm, other acts of God, acts of war, acts of terrorism, fire, derailment, accident, strike, lockout, mechanical breakdown, computer or software malfunction or glitch, explosion, war, insurrection, riot, embargo, act of government or governmental agency or other similar cause beyond the reasonable control ("Force Majeure") of the Party seeking to be excused from performance under Force Majeure, such Party will be excused from performing its obligations for the duration of the Force Majeure.

i. Successors and Assigns. This Agreement shall apply to and bind the successors and assigns of the Parties hereto; provided, however, neither the Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by Drone Dynamics or Client, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign the Agreement in connection with a sale of substantially all of the assets, stock or ownership interests of a Party, a reorganization, merger or liquidity event.

j. Survival. Any provision of this Agreement, which by its nature cannot or will not be performed prior to the termination of this Agreement shall survive termination.

k. Notices (Other Than Notices of Amendments to this Agreement). All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made as follows to the Parties at their addresses set forth below: (i) by personal hand delivery to a representative of a Party in person - for notices given in this manner the date of the notice shall be deemed to be the actual day of such personal hand delivery; (ii) transmitted by facsimile on a business day with proof of delivery - for notices given in this manner the date of the notice shall be deemed to be the date of the proof of delivery; or (iii) by delivery to a nationally recognized overnight courier service, postage prepaid, for next business day delivery - for notices given in this manner the date of the notice shall be deemed to be the second business day following the date of the delivery to the courier.

If to Drone Dynamics:

Drone Dynamics, LLC
Attention: Chief Executive Officer

If to Client:

_____

Attention: _____

_____

ENTERED INTO AS OF THE DATE SET FORTH ABOVE.

Drone Dynamics, LLC

_____
Robert Rocque, Chief Executive Officer

_____
"Client"

By: _____

Its: _____

Agreement No: HID001

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of _____, 2016 ("Effective Date") between Drone Dynamics, LLC ("Drone Dynamics"), and _____("Client") (herein the "Parties") for various sUAS and/or ROV services to be provided by Drone Dynamics to Client pursuant to that certain agreement entitled "Drone Dynamics, LLC Standard Terms and Conditions" entered into by and between the Parties having an effective date of _____, 2016 ("Terms and Conditions Agreement").

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Services.** Drone Dynamics will provide sUAS and/or ROV services (herein so called) in accordance with the Statement of Work in the form attached hereto. Services will comply with the provisions of the Terms and Conditions Agreement referenced above.

2. **Term.** The term of this Agreement shall commence on the Effective Date set forth above and shall continue on a month-to-month basis, terminable by Drone Dynamics or Client with a 30-day written notice.

3. **Compensation.** Compensation shall be as set forth on the Statement of Work attached hereto.

DRONE DYNAMICS, LLC

_____

By: _____

Its: _____

"CLIENT"

By: _____

Its: _____

Drone Dynamics & The County of Hidalgo
The Complete Professional Services UAV Robotics Program

Consultation (Legal, Regulatory, Public Relations)

See Schedule A

The Drone Dynamics legal team provides a turnkey legal, regulatory and public relations information for clients. From the first training session through the launch of your organization's UAV robotics program, all necessary FAA, state and local permitting as well as a proactive public relations campaign are established on the client's behalf.

Consultation (Best Practices)

See Schedule A

Drone Dynamics will assign a designated Implementation Manager to oversee governance across all domains of the engagement. Performance is reported during Quarterly Business Reviews (QBRs). Customer success, compliance, and investment protection is realized via ongoing proactive consultation that provides periodic updates to new laws/regulations, industry trends and as new technology hardware and software emerges providing new capability.

Ongoing Best Practices consultation ensures that all equipment, and operating procedures are updated based on recommended maintenance schedules and audits.

Drone Operator's Training Program and Certification.

See Schedule B

The Drone Dynamics, drone operator's training program and certification is a comprehensive, FAA compliant, mission specific training program tailored to the needs of Hidalgo County. The complete suite of Drone Dynamics courses consists of four modules spanning 112 hours of (basic, intermediate, and advanced) classroom, field training, written and hands-on drone operation proficiency tests. Upon completion, the options exist for continuing education, annual recertification and mission specific on-the-job training (OJT). Upon successful completion of the overall Drone Dynamics Training Program (Basic, Intermediate, and Advanced) each student will receive a certificate of completion.

With the approval of Drone Dynamics, qualified students may be eligible in year 2 to enroll in Drone Dynamics Instructor's training modules. Upon successful completion of the instructor's coursework, graduates may conduct authorized coursework to Hidalgo County personnel only. All Hidalgo Count drone operators and instructors are required to complete annual recertification.

Ongoing Best Practices consultation ensures that all training materials, flight manuals are updated and compliant. All aspects of the Drone Dynamics Program are audited quarterly.

Drone Dynamics Public Safety Deployment Equipment Bundle.

See Schedule C

This is a complete small Unmanned Aircraft System (sUAS) to meet specific mission-type needs and requirements of Hidalgo County. Equipment trade-in/refresh will be considered upon annual contract renewal and determined by Drone Dynamics based upon consultation with client's flight operations teams and new mission requirements.

Total Cost Summary: Term 1 (years 1, 2) + Term 2 (years 3, 4, 5)

This agreement is designed to provide legal & regulatory compliance, investment protection, business continuity, and overall customer success throughout the entire 5 years of the program lifecycle. Drone Dynamics is the single professional services company equipped to provide such a comprehensive solution across all major departments of Hidalgo County.

Program Component Description	DD Total Costs	Notes:	
Term 1 (year 1):			
Consultation (Legal, Regulatory, Public Relations) (year 1)	$ 15,000	Schedule A	
Consultation (Best Practices) (year 1)	$ 13,600	Schedule A	
Drone Operator's Training Program and Certification. (year 1)	$ 38,456	Schedule B	
Drone Dynamics Public Safety Deployment Equipment Bundle. (year 1)	$ 42,248	Schedule C	
Total Term 1 (year 1)	**$109,304**		
Term 1 (year 2)			
"Train the trainer" Instructor (year 2)	$ 30,000	Schedule B	
Consultation (Best Practices) (year 2)	$ 48,000	Schedule A	
Drone Dynamics Advanced Public Safety Deployment Equipment Bundle. (year 2)	$ 110,400	Schedule C	
Total Term 1 (year 2)	**$188,400**		
Term 2 (years 3, 4, 5):			
Consultation (Best Practices) (year 3)	$ 48,000	Schedule A	* Optional _____
Consultation (Best Practices) (year 4)	$ 48,000	Schedule A	* Optional _____
Consultation (Best Practices) (year 5)	$ 48,000	Schedule A	* Optional _____

See schedules A, B, C for detailed deliverables, costs, and exclusions.
* Note: Initials next to optional components indicate continuation of ongoing support, maint., and legal/regulatory compliance, Consultation (Best Practices), beyond years 1 & 2.

Automatic Renewal.

Comprehensive Consultation, Training, Equipment, Support & Maintenance, as defined by Schedules A, B, C, are provided by Drone Dynamics during Term 1 (yrs 1 & 2). Drone Dynamics Consultation (Best Practices) (year 2), as defined by Schedule A, will be renewed automatically and in effect through Term 2 unless notice not to renew is provided not more than 120 days and not less than 60 days prior to the end of the 2nd year anniversary. All parameters for Term 1 are applicable, except as noted. Upon non-renewal continued follow-on training, support, recertification, maintenance and equipment refresh will need to be re-quoted. Equipment trade-in/refresh will be considered upon annual contract renewal and determined by Drone Dynamics based upon consultation with client's flight operations teams and new mission requirements.

Travel & Expenses

- All travel conducted by Drone Dynamics personnel to be pre-approved by Hidalgo County.
- Travel time is accounted for within the Consultation (Legal, Regulatory, PR), and Consultation (Best-Practices) bundles. See Schedule A.
- Shipping on equipment billed as pass-through.

Payment Schedule Summary

- 30% initial services payment for
    - 1) Legal, Regulatory, and PR. 2)Drone Operator's Training Program.
    - No work to commence until receipt of initial services payment.
    - Training Equipment to be shipped and invoiced at start of contract.
- 35% payment invoiced and due 30 days at start of contract
- 35% final payment due within 60 days from start of contract or at delivery of Deployment Equipment, whichever comes first.
- Consultation (Best Practices) (Term 1 & 2) to be invoiced quarterly:
- A monthly statement of hours consumed will be provided by Drone Dynamics Implementation Manager with a minimum of 4 hrs/mo (year 1), 10 hrs/mo (years 2, 3, 4, 5) required to maintain business continuity, and flight team proficiency. Unused Consultation (Best Practices) hours can be "rolled over" and credited towards the next month and subsequent terms. Unused hours remaining in Q4 may be applied to the purchase of additional Drone Dynamics equipment, Drone Dynamics "train-the-trainer" per student fee, or additional Drone Dynamics support/maintenance.
- NO CANCELLATIONS OR REFUNDS ON PAID FUNDS

Schedule A

Consultation (Legal, Regulatory, Public Relations) is a turnkey component available at $15,000.00 @ discounted rate of $200/hour, capped at 75 hrs/yr. Additional consultation is billable at $250/hr.

Consultation (Best Practices) is bundled as follows:

- year 1: offered at $13,600 @ discounted rate, capped at 50 hrs/yr. Additional consultation is billable at $250/hr. A total of 6 bi-monthly onsite visits included. Standard deliverables are prioritized over all other optional add-ons.
- Years 2, 3, 4, 5 offered annually at $48,000 @ discounted rate, capped at 200 hrs/yr. A total of 12 monthly onsite visits included. Additional consultation is billable at $250/hr. Standard deliverables are prioritized over all other optional add-ons.

Consulting Bundle	**Bundle cost**	**Consultation Definition**
Consultation (Legal, Regulatory, Public Relations, and Best Practices) Bundle (year 1)	$15,000	• FAA section 333 & COA application. • Initial and ongoing Policy writing and support. • COA, N number updates if applicable. • Updates on relevant new laws, regulations. • Capped at 75 hours/yr, additional billed @ $250/hr.
Consultation (Best Practices) Bundle (year 1)	$13,600	Standard: • Onsite Quarterly Business Reviews (QBRs) reviewing contract performance, client goals and objectives. • Approved business travel. • Mission-type definition • Industry best practices and technology trends • Proactive flight control, mission planning software upgrade recommendations. Software to be provided by drone equipment vendor. • Quarterly flight training material, flight manuals audits, and updates. • Drone operator & instructor certification and recertification. • Camera and payload operational recommendations. Capped at 50 hours/yr, additional billed @$250/hr.

Consultation (Best Practices) Bundle (years 2, 3, 4, 5)	$48,000	Standard: • Onsite Quarterly Business Reviews (QBRs) reviewing contract performance, client goals and objectives. • Approved business travel. • Mission-type definition • Industry best practices and technology trends • Proactive flight control, mission planning software upgrade recommendations. Software to be provided by drone equipment vendor. • Quarterly flight training material, flight manuals audits, and updates. • Drone operator & instructor certification and recertification. • Camera and payload operational recommendations. Capped at 200 hours/yr, additional billed @$250/hr.
Optional consultation:		Concept, architecture, high-level design consultation for video feed, livestreaming, data storage, mapping & 3D modeling applications.

- Drone Dynamics will assign a designated Implementation Manager to oversee governance across all domains of the engagement. Performance is reported during Quarterly Business Reviews (QBRs). Customer success, compliance, and investment protection is realized via ongoing proactive consultation that provides periodic updates to new laws/regulations, industry trends and as new technology hardware and software emerges providing new capability.
- Ongoing Best Practices consultation ensures that all equipment, and operating procedures are updated based on recommended maintenance schedules and audits.
- Term 1 Consultation (Legal, regulatory, and PR) deliverables are available as updates bundled in Term 2 Consultation (Best Practices).

Schedule B

A) Drone Operator's Training Program and Certification.

Includes 112 hours of (basic, intermediate, advanced) classroom, field-based training, written & hands-on proficiency tests. 6 full Drone Dynamics Training Program DJI Phantom 3Pro bundle kits. Also includes 75 hours of FAA instructor-led training. Includes annual support & maintenance.

Quantity	Item Description	DD Cost per Unit	DD Cost Total
6	Quadcopter (Phantom 3 Advanced)	$ 613	$ 3,678
6	Quadcopter Hard Transport Cases	$ 152	$ 912
18	Quadcopter LiPo Batteries	$ 96	$ 1,728
8	Spare props 2 pr	$ 8	$ 64
4	LiPo Batteries	$ 45	$ 180
4	LiPo Battery Meters	$ 159	$ 636
1	Portable Wind Meter	$ 10	$ 10
1	Weather Station Tripod	$ 85	$ 85
1	Weather Station Case	$ 100	$ 100
2	Platform Repair Kits	$ 250	$ 500
2	Repair Cases	$ 35	$ 70
	Equipment Total:		$ 7,963
	Taxes : (to be assessed on invoice)		
	Annual Support & Maintenance		$ 1,593
1	Comprehensive FAA compliant Drone Pilot/Operator Training (up to 30 students)		$ 28,900
	Training Total (year 1)		**$ 38,456**
4	"Train-the-Trainer" Instructor (year 2)	$ 7,500	$ 30,000

Training Equipment:

- Any equipment not listed above is excluded from this schedule.

- Annual Support & Maintenance covers full replacement (during Term 1) (vehicle, controller, sensor), including next business day shipping.
    - (Qty 2) Phantom 3 Advanced
    - Equipment repair rates billed @ $175/hr + parts.
- Equipment tune-up based on standard Drone Dynamics flight hours maintenance schedule. Loaner equipment available to minimize downtime.
- Equipment trade-in/refresh will be considered upon annual contract renewal and determined by Drone Dynamics based upon consultation with client's flight operations teams and new mission requirements.
- Shipping on equipment billed as pass-through.

Training:

- Group rate based on a minimum of 6 students, maximum of 30. A total of 15 students to advance and complete Intermediate level, and 15 students to complete Advanced.
- Incremental groups of 6 students can be added for $14,000/group, plus travel expense.
- Individual student rates are $3,500/person, plus travel expense.
- Onsite or Austin-based training options available.
- During year 2 authorized Hidalgo-County instructors are permitted to conduct training using Drone Dynamics Training program content, process, and materials exclusively to additional Hidalgo County-only students at an incremental charge of $750 per student. A total of 4 onsite visits included.
- Training program content, process, and materials represent Drone Dynamics intellectual property.

B) Training Program

Upon successful completion of the overall Drone Dynamics Training Program each student will receive a certificate for Drone Pilot's (Basic, Intermediate, and Advanced) sUAS Pilot Safety Course. As well, Hidalgo County will receive a drone student evaluation & proficiency report from Drone Dynamics certified instructors.

<u>Drone Dynamics Basic Pilot Safety Training Program:</u>

Week One: Two days (16hrs) Multi-rotor and Fixed wing Simulator-based Training
Week Two: One day (8hrs) Programing and Basic Pilot Safety Training Course with issuance of 6 Quadcopters (Phantom 3 Advanced) complete kits to students.

Training Objectives:

- Student will be familiar with basic platform safety.
- Student will be familiar with all laws restricting the flights of sUAS.
- Student will be familiar with No Fly Zones.
- Student will be familiar with FAA regulations pertaining to sUAS deployment. Student will be familiar with setting up their UAV platform, updating firmware, and understand the sUAS software interface.
- Student will be familiar with indoor/outdoor take-off and landing procedures.
- Student will be familiar with Drone Pilot Basic, Intermediate, and Advanced Training Courses and Certifications.
- Student will be familiar with all laws restricting the flights of sUAS.
- Student will be familiar with FAA regulations pertaining to sUAS deployment.
- Student will have a basic knowledge of the different types of applications for sUAS.
- Student will have a basic knowledge of the dangers with maintaining and piloting sUAS.
- Student will have a basic knowledge of sUAS components, functions, and basic maintenance requirements.
- Student will be proficient in performing a sUAS flight check and platform inspection.
- Student will be proficient in documenting sUAS maintenance, flights, and changes in payload.
- Student will be familiar with Flight Team roles and responsibilities.
- Student will be introduced to sUAS online and hands-on flying communities and insurance options.
- Student will show proficiency in basic orientation flying before a completion certificate can be awarded for the Drone Dynamics Basic Pilot Safety Course.

Week Three: One day (8hrs) hands-on Fixed-wing and Multi-rotor Orientation Flight Training.
Week Four: One day (8hrs) hands-on Fixed-wing and Multi-rotor Flight Training and Test-out.

Total Training Duration: 5 days (40hrs) over four weeks

Drone Dynamics Intermediate sUAS Fight Team Safety Training Program

Week One: One day (8hrs) Intermediate Flight Team Safety Training Course

Training Objectives:

- Student will hold a certificate for the Drone Dynamics Basic sUAS Pilot Safety Course.
- Student will be familiar with flight team roles and responsibilities.
- Student will be familiar with up to date FAA regulations pertaining to sUAS deployment.
- Student will be proficient in performing a sUAS flight check and platform inspection.
- Student will show proficiency in emergency procedures, manual flight, and flight operations in First Person View (FPV).
- Student will show proficiency in emergency procedures before a completion certificate can be awarded for the Drone Dynamics Intermediate sUAS Pilot Safety Course.

Week Two: One day (8hrs) Hands-On Emergency Procedures Flight Team Training
Week Three: One day (8hrs) Hands-On Manual Flight Team Training and FPV Flight Team Training
Week Four: One day (8hrs) Hands-On FPV Flight Team Challenge and Intermediate Course - Test Out

Total Training Hours: 4 days (32hrs) over four weeks.

Drone Dynamics Advanced sUAS Flight Team Training Program

Week one: One day (8hrs) Advanced Flight Team Safety Training Course

Training Objectives:

- Student will hold a certificate for Drone Pilot's Intermediate sUAS Pilot Safety Course.
- Student will have understanding of FAA 333 exemption and Certificate of Authorization (COA) process.
- Student will be introduced into advanced drone payloads and autonomous/equipment.
- Student will be introduction into sUAS support equipment.
- Student will show proficiency in mission planning.
- Student will show proficiency in site advance/assessment.
- Student will understand solar flares and monitoring weather conditions.
- Student will show proficiency in completing a aerial photography mission before a completion certificate can be awarded for the Drone Dynamics Advanced sUAS Pilot Safety Course.

Week Two: One day (8hrs) Advanced Aerial Vehicle Components and Support Equipment
Week Three: One day (8hrs) Hands On Operation of Mission Ready sUAS, Flight Team Assignments and operations.
Week Four: Two days (16hrs) Public Safety Flight Team Mission Scenarios and Final Test Out Flight Team Mission.

Total Training Hours: 5 days (40hrs) over four weeks.

Schedule C

Drone Dynamics Public Safety Deployment Equipment

Quantity	Item Description	DD Price per Unit	DD Price Total
	Public Safety Deployment Equipment (year 1):		
6	Inspire PRO w/ X5 camera kit *	$ 3,920	$ 23,520
36	TB48 5700mah battery	$ 134	$ 4,824
1	Batt Charger - commercial grade	$ 399	$ 399
6	GoProfessional Case (waterproof)	$ 375	$ 2,250
12	Spare QR props, 1 pr	$ 6	$ 72
4	64gb SanDisk Extreme	$ 41	$ 164
6	Tablet Apple Air2	$ 663	$ 3,978
	Equipment Total:	$ 5,538	$ 35,207
	Taxes: (to be assessed on invoice)		
	Annual Support & Maintenance (years 1, 2) (20%)		$ 7,041
	Total (year 1)		**$ 42,248**
	Public Safety Advanced Deployment Equip. (year 2):		
2	Fixed-wing system	$25,000	$ 50,000
4	DJI XT Thermal Flir 640-512 FLIR	$10,500	$ 42,000
	Annual Support & Maintenance (year 2) (20%)		$ 18,400
	Total (year 2):		**$110,400**
	Note *: kit includes: • 1 DJI Inspire Pro black, • 1 Zenmuse X5 camera + 3-axis gimbal, • 2 remote controllers, • 2 batteries, • 1 battery heater,		

	• 1 tablet sunshade, • 1 quad charger, • 2pr spare props		
	Exclusions: • Tethered drone • Livestreaming configuration • Cloud based storage, and cloud-based • and desktop mapping 3D modeling infrastructure • Contract flight services.		

- Annual Support & Maintenance covers full replacement (during the Term 1) (vehicle, controller, sensor), including next business day shipping.
    - (Qty 2) Inspire Pro, X5
    - Equipment repair rates billed @ $175/hr + parts.
- Support and Maintenance for Advanced Deployment Equipment includes (Qty 1/unit) quarterly tune-up and (Qty 1/unit) repair. Does not cover full replacement.
- All equipment tune-up based on standard Drone Dynamics flight hours maintenance schedule. Loaner equipment available to minimize downtime.
- Equipment trade-in/refresh will be considered upon annual contract renewal and determined by Drone Dynamics based upon consultation with client's flight operations teams and new mission requirements.
- Shipping on equipment billed as pass-through.

AI-55699 **Purchasing Department** **20. A. 3.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Rocio Villarreal, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting HCCC grant an exemption from competitive procurement requirements under TxLGC, 262.024(a)(7) an item that can only be obtained from one source;

B. Approval of a Sole Source Declaration for Computing System Innovations [CSI] for the purchase of the interfacing software product with Tyler Technology's Odyssey [Criminal Justice Information System] for the provision of redaction services due to recent changes to the Texas Rules of Civil Procedure expanding the number of data-types deemed "sensitive" and therefore subject to redaction commencing with the Hidalgo County District Clerk and all other elected offices, departments, programs and agencies when and if applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The action requested on this Agenda Item does not create a fiscal impact until a purchase or contract is requested.

Attachments

AI-55699-BACK-UP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 04:41 PM
Budget & Management	Veronica Ortiz	08/05/2016 04:43 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Marty Salazar		Started On: 08/03/2016 04:40 PM
Final Approval Date: 08/05/2016		

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM
SOLE SOURCE DECLARATION
"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: August 9, 2016

Re: "Sole Source Declaration" – Computing Systems Innovations-CSI

Hidalgo County through the IT Department completed the phased implementation of Tyler Technology's Odyssey-Criminal Justice Management Information System in 2015.

With recent changes to Texas Rules of Civil Procedures has dramatically expanded the number of data-types deemed "sensitive" and therefore subject to redaction. Case law may require full redaction for making records available online. Mandatory electronic filing, online access to court records itself has become not only necessary, but the policy of the Texas Supreme Court.

Hidalgo County's current Odyssey CJ-MIS does not provide a redaction services function.

Computing System Innovations [CSI] is the developer of a redaction services function that interfaces with the current Odyssey CJ-MIS. CSI is the sole source for this software.

Several other Texas Counties, including but not limited to: Collin, Dallas, Galveston, and at least 3 others have also approved Sole Source Declarations as all have the Odyssey CJ-MIS as well.

Therefore, it is necessary for Hidalgo County, commencing with the District Clerk to purchase the required redaction services software to include but not limited to all licenses, maintenance support, upgrades from Computing System Innovation, CSI.

This sole source declaration as described and detailed herein will remain in effect unless otherwise revoked by Hidalgo County Commissioners County.

CSI Computing System Innovations

August 5, 2016

Hildalgo County
100 N Closner Blvd #E
Edinburg TX 78539

VIA ELECTRONIC MAIL

RE: CSI's Intellidact® redaction functionality integrated with Odyssey®

To Whom It May Concern:

Sal, Johnson and Associates, Inc. d/b/a Computing System Innovations has a master framework agreement with Tyler to integrate our software with their Odyssey for the benefit of their customers. CSI is the sole source provider of Intellidact Redaction Software which is owned and registered to Computing System Innovations.

Sincerely,

Henry Sal
President
Computing System Innovations

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Henry Sal a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Henry Sal. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Computing System Innovations
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Intellidact Redaction and Odyssey Connector
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature

SWORN AND SUBSCRIBED TO under oath before me on 5th day of August, 2016.

Notary Public State of Florida
Charisse M Hernandez
My Commission EE 884705
Expires 05/13/2017

Charisse M. Hernandez
NOTARY PUBLIC

Charisse M. Hernandez
PRINTED NAME

5-13-17
MY COMMISSION EXPIRES

COMPANY NAME: Computing System Innovations
ADDRESS, CITY, STATE & ZIP CODE: 791 Piedmont Wekiwa Road Apopka FL 32703
PHONE: 407-598-1803 NUMBER: 407-598-1879
CONTACT NAME AND TITLE: Henry Sal
WEB ADDRESS www.csisoft.com EMAIL: hsal@csisoft.com
FEDERAL TAX ID NUMBER: 59-3512778 TEXAS SALES TAX NUMBER:

HIDALGO COUNTY PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type.
Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: darlene.betancourt@co.hidalgo.tx.us

Company Name: Computing System Innovations **Telephone No.** (407) 598-1800

dba Name: Computing System Innovations

Legal Name: Sal, Johnson & Associates, Inc.

Mailing Address : 791 Piedmont Wekiwa Road **Fax No.** (407) 598-1879

Physical Address: same as above

City, State, Zip Apopka, FL 32703 **Tax I.D. No.** 59-3512778

Remit to Address Same as Mailing **City, State, Zip**

E-Mail Address: tskipper@csisoft.com

Representative(s) Name(s) & Title(s) Henry Sal President Glen Johnson Vice President

Type of Organization (check one): ____ Individual ____ Partnership X Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 59-3512778 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: FL **Date:** 08/08/1997 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization X Other, Specify Software Developer

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Henry Sal, President

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?: Intellidact Redaction and Odyssey Connector

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:____ **Entry Date:** ____ **Vendor No.:**

Revised12/14

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servic (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and val 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?: ☐ TPASS (Windows on State Government) ☐ 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 HU Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ TPASS (Windows on State Government ☐ 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): ☐ TPASS (Windows on State Government ☐ 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): ☐ TPASS (Windows on State Government ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Sal, Johnson & Associates, Inc.

Business name, if different from above
Computing System Innovations

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ . . . . . ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
791 Piedmont Wekiwa Road

Requester's name and address (optional)

City, state, and ZIP code
Apopka FL 32703

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
5	9	–	3	5	1	2	7	7	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ *Charisse Hernandez* Date ▶ 08/05/16

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AI-55665 **Purchasing Department** **20. A. 4.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Sandra Montalvo, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Action to "Correct" the current approved "Pools" of Professional Appraisal Services and/or Review Appraisal Providers from five [5] to four [4] due to an incomplete Statement of Qualification [discovered during a nomination process];
B. Due to reduction of current approved "Pool" for Professional Appraisal and/or Review Appraisal Services Providers [and with the continuous demand for said services], recommendation to approve the advertising and the procurement packet for the Expansion of the Current Approved Pools of Professional Appraisal and/or Review Appraisal Services Providers so as to increase the "Pools" with expiration of said expansions to coincide with the current pools date of 03-16-17.

BACKGROUND

1. Upon a request for SOQs for the purpose of review and evaluation, it was discovered that one submission was incomplete.
2. Proposed ad dates upon approval: 08-13-16 & 08-20-16;
Anticipated Submission Date of SOQs: 08-31-16.
3. Current pool of providers will remain in place for no interruption of services.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Only impact at this time would be the advertising expenses.

Attachments

bid packet, participation, bid tab, acceptance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/03/2016 09:51 AM

Budget & Management	Veronica Ortiz	08/03/2016 10:49 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Marty Salazar Started On: 08/02/2016 02:05 PM

Final Approval Date: 08/05/2016

AI-53254 **Purchasing Department 41. A. 0.**
CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of pre-qualified firms submitting **"Statements of Qualifications"** for establishment of a **"Pool"** (as listed on the RFQ Acceptance Sheets attached hereto) for engagement through the established statutory and local protocol (i.e. nomination by user, grading/scoring, presentation to CC for ranking, authority for negotiations for a final agreement, etc.) on an **"As Needed Basis"** per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

a. Architectural Services (RFQ 2016-001-02-17-YSS)- **10** firms
b. Engineering Services (RFQ 2016-002-02-17-YZV) - **40** firms
c. Engineering Services-Geotechnical & Construction Materials Testing (RFQ 2016-003-02-17- HGO) **9** firms
d. Construction Management Services (RFQ 2016-004-02-17-MSS) **19** firms
e. Appraisal Services and/or Appraisal Review Services (RFQ 2016-005-02-17-SMA)-**5** firms
f. Surveyor Services (RFQ 2016-006-02-17-SGS)-**16** firms

with effective date of "Approved Pools" commencing March 16, 2016

BACKGROUND

Fiscal Impact
Attachments

architects-acceptance.participation logs
Engineers-Acceptance-Participation Sheets
Geo-tech eng-acceptance-participation Log
2016-004- RFQ CONSTRUCTION MANAGEMENT 2016 POOL -Acceptance & Participation Logs
Acceptance-Participation Sheets-Appraisal Services
Surveying Services Pool-Acceptance-Participation Log

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Final Approval		
Form Started By: Yolanda Velasquez		Started On: 02/02/2016 11:38 AM

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: ***Hidalgo County-"PROFESSIONAL APPRAISAL SERVICES and/or APPRAISAL REVIEW SERVICES ANNUAL POOL"***

RFQ ACCEPTANCE DATE & TIME: ***February 17, 2016 @ 9:30 A.M.***

BUYER: *Sandra Montalvo* | **RFQ NO:** *2016-005-02-17-SMA*

	NAME OF COMPANY	ADDENDUM No. 1	8 CD 's Included	ACKNOWLEDGMENT OF RECEIPT
1.	**Professional Appraisal Services, INC**	√	√	1 original 3 Copies
2.	**Leonel Garza Jr &Associates**	√	√	1 original 3 copies
3.	**Appraisal Haus**	√	√	1 original 3 copies
4.	**The Real Estate Center**	√	√	1 original 3 copies
5.	**Valbridge**	√	√	1 original 3 copies
6.				original copies
7.				original copies

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: ***Hidalgo County-"PROFESSIONAL APPRAISAL SERVICES and/or APPRAISAL REVIEW SERVICES ANNUAL POOL"***

RFQ ACCEPTANCE DATE & TIME: ***February 17, 2016 @ 9:30 A.M.***

BUYER: *Sandra Montalvo* | **RFQ NO:** *2016-005-02-17-SMA*

NAME OF COMPANY		PROCUREMENT FORM		ADDENDUM No. 1	8 CD 's Included	ACKNOWLEDGMENT OF RECEIPT
		Appraiser Services	Appraisal Review Services			
1.	**Professional Appraisal Services, Inc.**	√	√	√	√	1 original 3 copies
2.	**Leonel Garza Jr & Associates**	√	√	√	√	1 original 3 copies
3.	**Appraisal Haus**	√	--------	√	√	1 original 3 copies
4.	**The Real Estate Center**	√	---------	√	√	1 original 3 copies
5.	**Valbridge**	√	√	√	√	1 original 3 copies

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: ***Hidalgo County-"PROFESSIONAL APPRAISAL SERVICES and/or APPRAISAL REVIEW SERVICES ANNUAL POOL"***

RFQ ACCEPTANCE DATE & TIME: ***February 17, 2016 @ 9:30 A.M.***

BUYER: *Sandra Montalvo* | **RFQ NO:** *2016-005-02-17-SMA*

	NAME OF COMPANY	ADDENDUM No. 1	8 CD 's Included	ACKNOWLEDGMENT OF RECEIPT
1.	**Professional Appraisal Services, INC**	√	√	1 original 3 Copies
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4.	**The Real Estate Center**	√	√	1 original 3 copies
5.	**Valbridge**	√	√	1 original 3 copies
6.				original copies
7.				original copies

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: FEBRUARY 17, 2016 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

RFQ DESCRIPTION: *Hidalgo County-"PROFESSIONAL APPRAISAL SERVICES and/or APPRAISAL REVIEW SERVICES ANNUAL POOL"*

RFQ No.: 2016-005-02-17-SMA | **BUYER: Sandra Montalvo**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST VIA	SIGNATURE (if applicable)or INITIALS of STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
1.	**GARZA & ASSOCIATESC. LLC.** Attn: Leonel Garza Jr.	BLM/EMR	Sandra Montalvo	02/01/16	1419 Dove, Ste 1 McAllen, TX 78504 Tele: 956-687-7295 Fax: 956-687-9236 leonel3@garza-associates.com almao@garza-associates.com
2.	**PROFESSIONAL APPRAISAL SERVICES INC.** Attn: John H. Malcom Jr.	EMR	Sandra Montalvo	02/01/16	P.O. BOX 3722 MCALLEN, TX 78502 956-687-9535-office 956-687-9539- fax jmalcom@proappraisal.com
3.	**VALBRIDGE PROPERTY ADVISORS** Attn: Michelle Vazquez	EMR	Sandra Montalvo	02/02/16	974 Campbell Road, Suite 204 Houston, Texas 77024 (713) 467-5858 - Phone (832) 369-2541 - Direct www.valbridge.com mvazquez@valbridge.com
4.	**L & G ENGINEERS** **Ms. Keanan Krougov**	EMR	Sandra Montalvo	02/02/16	900 S. Stewart Road Ste. 3 Mission, Texas 78572 Phone (956) 585-1909 Fax (956) 583-7116 KKrougov@LGEngineers.com www.LGEngineers.com
5.	**VALUED VETERANS, LLC** Attn: Ridge Rees	EMR	Sandra Montalvo	02/02/16	O: 512.289.7376 Ridge.Rees@valvets.com www.valvets.com
6.	**IMS** Attn: Gabe Hendrick	EMR	Sandra Montalvo	02/02/16	945 Hornblend Street, Suite G San Diego, CA 92109 (858) 223-0390 (direct) (888) 467-3151 (toll free) (858) 490-8811 (fax) ghendrick@imsinfo.com www.imsinfo.com
7.	**CBRE** Attn: George Pereira	EMR	Sandra Montalvo	02/02/16	2700 Post Oak Blvd, Suite 250 Houston, TX 77056 T 713 888 4727 F 713 888 4709 george.pereira@cbre.com | www.cbre.com
8.	**REAL ESTATE BROKER/APPRAISER** Attn: Rene De La Cruz	EMR	Sandra Montalvo	02/03/16	956-227-0928, renedelacruz.com rdlc79@rocketmail.com
9.	**APPRAISAL HAUS** Jaime Salazar	BLM	Sandra Montalvo	02/11/16	502 W. Kuhn Street Edinburg, TX. 78541 jaimesalazar@appraisalhaus.org 956-867-6398 CELL
10.	**HLH APPRAISAL REVIEW Services** Attn: Harvey L. Heerssen		Sandra Montalvo	02/11/16	6107 Aberton Forest Drive Houston, TX. 77084 281-855-7763 Office/Fax heerssen@sbcglobal.net
11.					

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 1, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services and/or Appraisal Review Services Annual Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-005-02-17-SMA

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY

(All funding sources, programs and entities)

"Professional Appraisal Services and/or Appraisal Review Services Annual Pool"

RFQ No: 2016-005-02-17-SMA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria and Evaluation Form	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements	4
7.	Exhibit D-1, CIQ Conflict of Interest Questionnaire	3
8.	Exhibit D-2, CIS Local Government Officer Conflicts Disclosure Statement	3
9.	Exhibit E, Proposer's Affidavit	1
10.	Vendor/Bidder Application and W-9 form	6
11.	Certification Regarding Debarment	1
12.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

February 1, 2016
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services **and/or** Appraisal Review Services Annual Pool"

RFQ NO: 2016-005-02-17-SMA

Acceptance Due Date: **February 17, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 318-2626 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"Hidalgo County (Including all funding sources, programs, and entities) Professional Appraisal Services and/or Appraisal Review Services Annual Pool"**, *in* accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) 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 2016-005-02-17-SMA Hidalgo County (Including all funding sources, programs, and entities) Professional Appraisal Services and/or Appraisal Review Services Annual Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 17, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **"Hidalgo County (Including all funding sources, programs, and entities) RFQ: 2016-005-02-17-SMA-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Appraisal Services and/or Appraisal Review Services Annual Pool",**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 17, 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 sandra.montalvo@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 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 products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. 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 requirements.

27. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county

growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

28. Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to Countys' approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful 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 Qualification in their response. Failure to provide this information may result in rejection of the qualification as nonconforming.

Request for Qualifications
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services and/or Appraisal Review Services Annual Pool"
RFQ NO: 2016-005-02-17-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)
REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES *AND/OR* APPRAISAL REVIEW SERVICES ANNUAL POOL"

RFQ № 2016-005-02-17-SMA

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **March 16, 2016 and ending March 15, 2017.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES AND/OR APPRAISAL REVIEW SERVICES ANNUAL POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 17, 2016.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, three (3) copies and eight (8) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ N0: 2016-005-02-17-SMA, Project title: "Professional Appraisal Services and/or Appraisal Review Services Annual Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D-1**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seek to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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.

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.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via e-mail or via facsimile to (956) 292-7612: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, February 10, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, February 12, 2016 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink.***

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to the following areas:

A. Scope of Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and/or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used for comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be within a two year time frame. If any sales which have occurred prior to the two year limit, they must be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area, regional, plat, and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

B. Scope of Appraisal Review Services:

1) Review all appraisal reports for each Property to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices.

2) As a review of an initial and update appraisal are two separate and distinct appraisal assignments, the fees must consider the complexity of each separate assignment as shown in the Provider's Fee Schedule.

3) Beyond delivery of the review appraisal of the initial and updated appraisal documents, the review appraiser can be called to provide preparation and testimony for any Special Meeting/Commissioners Court. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Provider's Fee Schedule.

4) Appraisal Review reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

5) It is the County's sole option to require TXDoT's form ROW-A-10 "Tabulation of Values" in the deliverable for appraisal review assignments.

Additionally, the above section(s) (A and/or B) should include, but are not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance (See Attachment B).

D. List of Recent Projects-within Two (2) Years (See Attachment B).

E. Ability to commence services immediately after successfully negotiating a contract for services.

F. Familiarity with the geographical area.

G. Statement regarding an Affirmative Action Program.

H. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

PART III
SELECTION/EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioners' Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form. "The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**
   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**
   a) Qualifications of personnel-The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1) Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2) The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3) If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES AND/OR APPRAISAL REVIEW SERVICES ANNUAL POOL"

RFQ No.2016-005-02-17-SMA

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. RESPONSIVENESS -----(30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES----(45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING--------(25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Project Name: _____

Department:_____

Firm/Participant:_____

Evaluator: _____ Date:_____

Type of Service: (circle one): Appraisal Appraisal Review

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL APPRAISAL SERVICES AND/OR APPRAISAL REVIEW SERVICES POOL
2016-005-02-17-SMA

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____

Area of Specialization: Check Applicable Service(s)

	Appraisal Services		Appraisal Review Services

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D-1"

Form CIQ

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 "D-2"

Form CIS

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

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.

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 _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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.

_____

Signature of Local Government Officer

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.

2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.

3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. **Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(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.

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES AND/OR APPRAISAL REVIEW SERVICES ANNUAL POOL

RFQ No.: 2016-005-02-17-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D-1" - CIQ Form

_____ Exhibit "D-2" – CIS Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ 1 Original, 3 Copies, and 8 CD's containing a complete copy of Response.

_____ _____
SIGNATURE DATE

AI-55491 **Purchasing Department** **20. A. 5.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under the current contract for "Traffic Road Signs & Other Related Misc. Equipment" under the same rates, terms, and conditions with Delta Specialties Supply.

BACKGROUND

Current contract expires August 17, 2016

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

To be provided by user department as needed.

Attachments

Extension Signed by Vendor
1295 Acknowledged
Current Contract
Insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/01/2016 11:28 AM
Budget & Management	Veronica Ortiz	08/01/2016 04:48 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Heidi Ortiz		Started On: 07/19/2016 11:37 AM
Final Approval Date: 08/05/2016		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 18, 2016

Delta Specialties Supply
Attn: Martin Pena
10205 E. Hwy 107
Edinburg, TX. 78542

Via: Email: sales@deltasignsupply.com

Re: C-15-117-08-18
Renewal/Extension – "Traffic Road Signs & Other Related Misc. Equipment"

Dear Mr. Pena:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Friday, July 22, 2016,** via email to: heidi.ortiz@co.hidalgo.tx.us so as to meet the agenda request form deadlines. **Upon receipt of the signed extension,** I will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, August 2, 2016** for discussion, consideration and action.

Signature: Maggie Peña Date: 7-18-16

Print: Maggie Peña

Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

It is our hope that we may continue a successful business relationship with your company. Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated.

Sincerely,

Martha L Salazar

Martha L. Salazar
Hidalgo County Purchasing Department

CERTIFICATE OF 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:
2016-86010

Date Filed:
07/18/2016

Date Acknowledged:
07/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Delta Speciaties Supply
Edinburg, 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-15-117-08-18
Traffic Control Devices, Signs, Posts, Vehicle & Door Graphics, Form Letters

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

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.

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Hidalgo County

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C-15-117-08-18
Traffic Control Devices, Signs, Posts, Vehicle & Door Graphics, Form Letters

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.

NOTARY PUBLIC STATE OF TEXAS
ASHLEY C PENA
Commission # 128802492
My Commission Expires
November 17, 2019

AFFIX NOTARY STAMP / SEAL ABOVE

Maggie Peña
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Maggie Peña, this the 18 day of July, 20 16, to certify which, witness my hand and seal of office.

Ashley C Peña — Signature of officer administering oath
Ashley C Peña — Printed name of officer administering oath
Notary — Title of officer administering oath

REQUIREMENTS AGREEMENT

C-15-117-08-18

THIS AGREEMENT (the "Agreement") is entered into as of the **18th** day of **August, 2015** by and between Martin & Margarita Pena DBA **Delta Specialties, Signs, & Supply** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Traffic Road Signs & Miscellaneous Equipment," as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "Traffic Road Signs & Miscellaneous Equipment," in the areas of Hidalgo County projects for a period of one (1) year commencing August 18, 2015 and ending August 17, 2016 and may be extended at County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" attached hereto and incorporated herein for all purposes".. Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. **County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.**

5. **General Provisions.**

a. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver**. No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
100 E. Cano
Edinburg, TX. 78539

If to Seller:
Delta Specialty Signs & Supply
10205 E. Hwy 107
Edinburg, Texas 78542

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terns of this Agreement.

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

h. **Assignment**. This Agreement shall not be assignable.

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

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

k. **Authority to Execute**. The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Insurance**. 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 coverage 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.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, Agrees to abide by the following ethical standards of Buyer:

(i) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity

or organization, a gratuity or an 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(ii) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: Ramon Garcia

Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 8/18/15

ATTEST: Arturo Guajardo Jr.

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: MARTIN PEÑA

Title: Owner

Date: 8-28-15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 8/18/15

Exhibit "A"

Request

For

Bid

(RFB)

Procurement

Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 28, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids - **"Traffic Road Signs and Other Related Miscellaneous Equipment"**
Bid No: 2015-117-05-20-HGO

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/hgo
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY (All Funding Sources)
"Traffic Road Signs and Other Related Miscellaneous Equipment"
Bid No: 2015-117-05-20-HGO

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**8**
3.	**Exhibit "A" Specifications**	**4**
4.	**Exhibit "B" Bid Page**	**18**
5.	**Exhibit "C" Insurance Requirements**	**4**
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	**1**
7.	**Vendor/Bidder Application and W-9 form**	**6**
8.	**Certification Regarding Debarment**	**1**
9.	**Draft Requirements Agreement**	**4**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to **heidi.ortiz@co.hidalgo.tx.us**, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

April 28, 2015
Date

BID: 2015-117-05-20-HGO	Buyer: Heidi Garcia Ortiz	Tel. No: (956) 318-2626 Ext. 4877

REQUEST FOR BIDS

HIDALGO COUNTY

(ALL FUNDING SOURCES)

"Traffic Road Signs and Other Related Miscellaneous Equipment"

RFB: 2015-117-05-20-HGO

BID OPENING DATE: May 20, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2015-117-05-20-HGO - HIDALGO COUNTY(All Funding Sources)-"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, May 20, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2015-117-05-20-HGO.**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources) "TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**May 20 , 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all

subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or

purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2015-117-05-20-HGO

SCOPE:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

SPECIFICATIONS/REQUIREMENTS:

a) Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

b) All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

c) White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

d) Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

e) All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

f) All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

g) Type, dimension and color of signs (new and re-faced), accessories and supplies required are listed in **EXHIBIT "B". BID Prices will be on a unit price basis.**

h) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

i) Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In-Stock items.

TERMS CONDITIONS:

1) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation whenever it is in the County's best interest to do so.

2) Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.

3) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

4) Term of contract is for a one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms, and conditions.

5) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

8) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

9) Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

10) Due to the nature of the user departments, ***vendor(s)*** must be located within the RIO GRANDE VALLEY, Texas and ***will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order.***

11) Vendor(s) must inform user department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

12) **INFORMATION TO BIDDERS:**
Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on **EXHIBIT "B"-BID PAGE** and contained in this bid packet.

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 reserves 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.

Further information required for this project can be addressed to, Heidi Ortiz, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and Clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: heidi.ortiz@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, May 13, 2015 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, May 15, 2015 by 5:00 P.M.

EXHIBIT- "B"

Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2015-117-05-20-HGO

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards. Legends on signs will be on one or two sides; reflective grade will vary by dept. **Bid Prices- are on a unit price basis.**

REGULARTORY SIGNS-(NIGP Code: 801-40)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	STOP SIGN	R1-1	24x24						
			30x30						
			36x36						
			48x48						
2.	YIELD SIGN	R1-2	30x30x30						
			36x36x36						
			48x48x48						
3.	TO ONCOMING TRAFFIC	R1-2ap	24x18						
			36x30						
			48x36						
4.	TO RAMP	R1-2bTP	21x15						
			30x24						
5.	TO TRAIN	R1-2cTP	21x15						
			30x24						
6.	ALL WAY	R1-3P	18x6						
7.	YIELD HERE TO PEDESTRIANS (Symbol)	R1-5L(R)	36x36						
8.	YIELD HERE TO PEDESTRIANS (Text)	R1-5aL(R)	18x24						
			30x42						
			36x48						
9.	SPEED LIMIT	R2-1	18x24						
			24x30						
			30x36						
			36x48						
			48x60						
10.	NO RIGHT TURN (SYMBOL)	R3-1	24x24						
			36x36						
			48x48						
11.	NO LEFT TURN (SYMBOL)	R3-2	24x24						
			48x48						
12.	NO TURNS	R3-3	24x24						
			36x36						
13.	DO NOT PASS	R4-1	18X24						
14.	SLOWER TRAFFIC KEEP RIGHT	R4-3	24X30						
15.	TRAFFIC KEEP RIGHT ARROW (Symbol)	R4-7	18x24						
			24x.30						
16.	TRAFFIC KEEP LEFT (Symbol)	R4-8	18x24						
			24x30						
17.	DO NOT ENTER	R5-1	30x30						

			36x36						
			48x48						
18.	WRONG WAY- (Red Back, White Text)	R5-1a	30x18						
			36x24						
			42x30						
			48x36						
19.	NO TRUCKS	R5-2	24x24						
			30x30						
			24x24						
			30x30						
20.	ONE WAY (LEFT OR RIGHT)	R6-1R(L)	36x12						
			54x18						
21.	ONE WAY (left or right) w/ arrow	R6-2R(L)	18x24						
			24x30						
			30x36						
			36x48						
			48x60						
22.	DIVIDED HIGHWAY	R6-3	30x24						
			36x30						
23.	NO PARKING ANY TIME W/ ARROW	R7-1L (R,DBL)	12x18						
24.	NO PARKING 8:30AM TO 5:30PM W/ ARROW	R7-2aL (R,DBL)	12X18						
25.	HANDICAP PARKING	R7-8	12x18						
26.	HANDICAP PARKING W/ ARROW (R,L,DBL)(green/white)	R7-8P	12x18						
27.	NO PARKING BUS STOP W/ ARROW	R7-107R (L,DBL)	12x18						
			12x30						
28.	NO PARKING BUS STOP SYMBOLS	R7-107AR (L,DBL)	12x30						
29.	NO PARKING ON PAVEMENT (OR VARIATION)	R8-1	***						
30.	NO PARKING	R8-3a	18x24						
			24x30						
31.	NO PARKING (SYMBOL)	R8-3	36x36						
32.	EMERGENCY PARKING ONLY	R8-4	30x24						
33.	DO NOT STOP ON TRACKS	R8-8	30x24						
34.	NO PEDESTRIAN CROSSING (variations)	R9-3a	12x18						
35.	NO PEDESTRIAN CROSSING SYMBOL (VARIATIONS)	R9-3	18x18						
			24x24						
36.	CROSSWALK SIGNS (variations)	R10-1	12x18						
37.	PUSH BUTTON FOR CROSSWALK W/ ARROW	R10-4bR(L)	9x12						
38.	LEFT ON GREEN ARROW ONLY	R10-5L(R)	18x24						
39.	STOP HERE ON RED W/ ARROW	R10-6	24x36						
40.	DO NOT BLOCK INTERSECTION	R10-7	24x30						
41.	PROTECTED LEFT ON GREEN ARROW	R10-9T	18x12						
			36x24						
42.	Left Or Right Turn Signal	R10-10L(R)	30x36						
43.	No Turn On Red	R10-11	24x30						
44.	Left Turn Yield On Green	R10-12	24x30						

45.	Road Closed	R11-2	48x30						
46.	Bridge Closed	R11-2aT	48x30						
47.	Road Closed to Thru Traffic	R11-4	60x30						
48.	Weight Limit Xx Tons	R12-1	24x30						
49.	2 Hr Parking W/ Time (Or Variation)	R7-18 (DBL,R, L)	12x18						
50.	No Dumping Allowed	R19-5T	24x30						
51.	Tow Away Zone (Text Or Symbol)	R7-201aP	12x6						
52.	Street Name Signs (legend to be on both sides)		6x18						
			6x24						
			6x30						
			6x36						
			12X6						
			12X9						
			18x6						
			18x9						
			24x6						
			24x9						
			30x6						
			30x9						
			36x6						
			36x9						
			48x9						

WARNING SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DELINEATOR (Left Or Right)	H1-1L(R)	12x36						
2.	CAUTION DEAF CHILD AT PLAY (yellow back, black text)	N-8	18x24						
3.	SLOW (yellow back, black text)	N-11	24x24						
			30x30						
			36x36						
4.	DEAF CHILD AREA –(yellow back, black text)	N-12	30x30						
5.	CAUTION	N-17	18x24						
			30x30						
			36x36						
6.	NEIGHBORHOOD WATCH	CW-G-120RA5	18x24						
			24x30						
7.	CURVE SYMBOL–(sharp right or left)	W1-1R(L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
8.	CURVE SYMBOL- (left or right)	W1-2R(L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
9.	CURVE SYMBOL –(sharp left, sharp right)	W1-3R (L)	18x18						
			24x24						
			30x30						
			36x36						

			48x48							
10.	ARROW SYMBOL –(left or right)	W1-6R(L)	24x12							
			36x18							
			48x24							
			60x30							
11.	DOUBLE ARROW SYMBOL	W1-7	24x12							
			36x18							
			48x24							
			60x30							
12.	CHEVRON –(left or right)	W1-8R (L)	12x18							
			18x24							
			24x30							
			30x36							
			36x48							
13.	CROSSROAD Symbol	W2-1	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
14.	T-INTERSECTION SYMBOL– (left or right)	W2-2 R (L)	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
15.	T- symbol	W2-4	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
16.	Y- symbol	W2-5	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
17.	STOP AHEAD -symbol	W3-1	18x18							
			30x30							
			36x36							
			48x48							
18.	YIELD AHEAD symbol	W3-2	18x18							
			30x30							
			36x36							
			48x48							
19.	STOP SIGNAL AHEAD-symbol	W3-3	18x18							
			30x30							
			36x36							
			48x48							
20.	MERGE RIGHT or LEFT symbol	W4-1R(L)	30x30							
			36x36							
			48x48							
21.	LANE ENDS RIGHT OR LEFT	W4-2R(L)	30x30							
			36x36							

			48x48							
22.	ROAD NARROWS	W5-1	30x30							
			36x36							
			48x48							
23.	NARROW BRIDGE	W5-2	18x18							
			30x30							
			36x36							
			48x48							
24.	MEDIAN SYMBOL	W6-1	36x36							
			48x48							
25.	TWO WAY TRAFFIC	W6-3	36x36							
			48x48							
26.	BUMP	W8-1	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
27.	DIP	W8-2	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
28.	PAVEMENTS ENDS	W8-3	18x18							
			30x30							
			36x36							
			48x48							
29.	TRUCK CROSSING (text)	W8-6	24x24							
			30x30							
			36x36							
			48x48							
30.	Watch for ICE on Bridge	W8-18aT (folding sign)	36x36							
			48x48							
31.	Slow Children	W9-11	18x24							
32.	Slow Children at Play	W9-12	18x24							
33.	Watch Children	W9-13	24x24							
			30x30							
			36x36							
34.	Railroad Crossing (symbol)	W10-1	30x30							
			36x30							
35.	Pedestrian Crossing (symbol)	W11-2	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
36.	Handicap -symbol-yellow back, black diamond.	W11-9	30x30							
			36x36							
			48x48							
37.	TRUCK CROSSING (symbol)	W11-10L(R)	24x24							
			30x30							
			36x6							
			48x48							

38.	HEIGHT symbol- (yellow back, black text. Diamond)	W12-2	18x18						
			30x30						
			36x36						
			48x48						
39.	LOW CLEARANCE- yellow back, black text	W12-2TP	24x18						
40.	35 MPH	W13-1P	18x18						
			24x24						
			30x30						
41.	DEAD END	W14-1	24x24						
			30x30						
			36x36						
			48x48						
42.	NO OUTLET	W14-2	24x24						
			30x30						
			36x36						
			48x48						
43.	DEAD END	W14-1aR (L)	24x6						
			36x8						
44.	AHEAD	W16-9P	24x12						
			30x18						
			36x24						
45.	BRIDGE OUT—(080 aluminum.- yellow back, black text. diamond.)	W42-3	24x24						
			30x30						

CONSTRUCTION SIGNS (NIGP Code: 801-40)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DETOUR	M4-8	12x6						
			24x12						
			30x15						
2.	END	M4-8b	24x12						
			30x15						
3.	DETOUR- text & symbol, right, up arrow	M4-9R(L)	30x24						
			48x36						
			60x48						
		M4-9S	30x24						
			48x36						
			60x48						
4.	BUMP	CW8-1	30x30						
			36x36						
			48x48						
5.	DIP	CW8-2	30x30						
			36x36						
			48x48						
6.	PAVEMENT ENDS	CW8-3	30x30						
			36x36						
			48x48						
7.	WATCH FOR ICE ON BRIDGE	CW8-18aT	36x36						
			48x48						
8.	ARROW (pointing down)	CW12-1	30x30						
			36x36						

			48x48							
9.	LOW CLEARANCE	CW12-2TP	24x18							
10.	DEAD END	CW14-1	30x30							
			36x36							
11.	ARROW SIGN (pointing down)	CW16-7PL (R)	21x15							
			24x12							
			30x18							
12.	ROAD WORK AHEAD	CW20-1D	30x30							
			36x36							
			48x48							
			60x60							
13.	ROAD CLOSED AHEAD	CW20-3D	30x30							
			36x36							
			48x48							
14.	FLAGGER AHEAD	CW20-7Ad	30x30							
			36x36							
			48x48							
15.	WORKERS symbol	CW21-1aT	24x24							
			30x30							
			36x36							
			48x48							
16.	WORKERS AHEAD (text)	CW21-1bT	30x30							
			36x36							
			48x48							
17.	FRESH OIL & FRESH TAR	CW21-2	30x30							
			36x36							
			48x48							
18.	ROAD MACHINERY AHEAD	CW21-3D	30x30							
			36x36							
			48x48							
19.	Obey Warning Signs State Law	R20-3T	48x42							
20.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30							
	When Workers Are Present	R20-5ATP	36x18							
21.	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	24x12							
			36x18							
			48x48							
22.	Hand Paddles & Handles	Stop/Slow Paddle w/6 in. handle	18"							
			24"							
		Stop/Slow Paddle w/6 in. handle Stop/Stop Paddle w/ handle 60in PVC pole Staff	18"							
			24							
23.	ROLL-UP VINYL SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead,	Stop/Slow Paddle w/ handle 60in PVC pole Staff	18"							
			24"							
		Stop/Slow Paddle w/ handle 60in PVC pole Staff 36x36	18"							
			24"							

	men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)								
24.	ROLL-UPS:Corner Pocket-Corner Pocket (Plastic)	48x48	Non	Ref					
		48x48	Non	Ref					
25.	ROLL-UPS:Flag Holder System-Flag Holder System								
26.	ROLL-UPS:Left Overlay-Left Velcro Overlay								
27.	ROLL-UPS:OVERLAYS- Overlay for Roll-Up signs								
28.	Complete Set Roll-Up Sign with Universal Stand Non- reflective.		SIZE						PRICE
29.			48" x 48"						
			48" x 48"						

SCHOOL SIGNS (NIGP Code: 801-83)

	Description of Items			Category-A New Signs			Category- B Re-Facing Of Signs		
		School Crossing Advance Symbol - Pedestrians walking (green fluorescent back, black)	S1-1	Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S3-1	30x30						
			36x36						
			48x48						
2.	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T	30x30						
			36x36						
			48x48						
3.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2	30x30						
			36x36						
			48x48						
4.	7:30-8:30AM 2:30-3:30PM (white back, black text)	S4-1P	30x30						
			36x36						
			48x48						
5.	When Children are Present (white back, black text)	S4-2P	24x10						
			36x18						
			48x24						
6.	School (green fluorescent back, black text)	S4-3P	24x10						
			36x18						
			48x24						
7.	When Flashing (white back, black text)	S4-4P	24x8						
			36x12						
			48x16						
8.	School Speed Limit Sign W/When Flashing	S5-1	24x10						
			36x18						
			48x24						

9.	End School Zone	S5-2	24x48							
			36x72							
			48x96							
10.	End School Zone	S5-2aTP	24x30							
			36x48							
11.	Cell Phone Use Prohibited up to $200 Fine	S7-1T	24x10							
12.	500 FEET	SW16-2P	24x18							
			36x18							
			48x36							
13.	ARROW(pointing down)	SW16-7PL(R)	24x18							
			30x24							
14.	AHEAD	SW16-9P	21x15							
			24x12							
			30x18							
15.	YIELD TO PEDESTRIANS green fluorescent back, black & red text	R1-6	24x12							
			30x18							
			36x24							
16.	Bicycle Symbol	W11-1	12x36							
17.			18x18							
			24x24							
			30x30							
			36x36							
			48x48							

OBJECT MARKERS

	Description of Items	OBJECT MARKERS YELLOW - Object Marker W/ 9 Yellow Reflectors	OM1-1	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	OBJECT MARKERS: YELLOW - Object Marker W/ 3 Yellow Reflectors	OM2-1V	18x18						
2.	OBJECT MARKERS: EGP - Bridge Marker (Yellow/Black Stripes)Left Or Right	OM-3R(L)	12x6						
3.	OBJECT MARKERS: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12						
4.	OBJECT MARKERS: RED – End of Roadway Marker-Barricade Markers W/ 9 Red Reflectors	OM4-1	36x12						
5.	OBJECT MARKERS: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18						
6.	VERTICAL PANELS	12x24	18x18						
7.			12x36						
			8x24						
			18x24						
			18x24						

SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)

Description of Items		Specialty Signs	S/F	Category-A New Signs			Category- B Re-Facing of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Specialty Signs	D/F	2"x16"						
		S/F	2"x16"						
2.	Specialty Signs	D/F	4'x8'						
		S/F	4'x8'						
3.	Specialty Signs	D/F	5"x5"						
		S/F	5"x5"						
4.	Specialty Signs	D/F	6"x12"						
		S/F	6"x12"						
5.	Specialty Signs	D/F	9"x30"						
		S/F	9"x30"						
6.	Specialty Signs	D/F	12' X 3'						
		S/F	12' X 3'						
7.	Specialty Signs	D/F	12"x 9"						
		S/F	12"x 9"						
8.	Specialty Signs	D/F	12"x18"						
		S/F	12"x18"						
9.	Specialty Signs	D/F	12"x 24"						
		S/F	12"x 24"						
10.	Specialty Signs	D/F	18"x12"						
		S/F	18"x12"						
11.	Specialty Signs	D/F	18"x 18"						
		S/F	18"x 18"						
12.	Specialty Signs	D/F	18"x24"						
		S/F	18"x24"						
13.	Specialty Signs	D/F	18"x 30"						
		S/F	18"x 30"						
14.	Specialty Signs	D/F	18"x 6"						
		S/F	18"x 6"						
15.	Specialty Signs	D/F	18"x 9"						
		S/F	18"x 9"						
16.	Specialty Signs	D/F	24"x12"						
		S/F	24"x12"						
17.	Specialty Signs	D/F	24"x18"						
		S/F	24"x18"						
18.	Specialty Signs	D/F	24"x24"						
		S/F	24"x24"						
19.	Specialty Signs	D/F	24"x30"						
		S/F	24"x30"						
20.	Specialty Signs	D/F	24"x36"						
		S/F	24"x36"						
21.	Specialty Signs	D/F	30"x30"						
		S/F	30"x30"						
22.	Specialty Signs	D/F	30"x24"						
		S/F	30"x24"						
23.	Specialty Signs	D/F	36"x12"						
		S/F	36"x12"						
24.	Specialty Signs	D/F	36"x36"						
		S/F	36"x36"						
25.	Specialty Signs	D/F	48"x48"						
		S/F	48"x48"						

26.	Specialty Signs	D/F	48"x72"						
		S/F	48"x72"						
27.	Specialty Signs	D/F	48"x96"						
		S/F	48"x96"						
28.	Specialty Signs	D/F	60"x48"						
		S/F	60"x48"						
29.	Specialty Signs	D/F	72"x36"						
		S/F	72"x36"						
30.	Specialty Signs	D/F	72"x48"						
		S/F	72"x48"						
31.	Specialty Signs	D/F	96"x36"						
		S/F	96"x36"						
32.	Project signs-Plywood	D/F	96"x48"						
		S/F	96"x48"						
33.		D/F	4"x8"						

BLANK SIGNS (NIGP Code: 801-09)

	Description of Items	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12						
2.	Blank sign	6x18						
3.	Blank sign	6x24						
4.	Blank sign	6x30						
5.	Blank sign	6x36						
6.	Blank sign	6x48						
7.	Blank sign	9x12						
8.	Blank sign	9x18						
9.	Blank sign	9x24						
10.	Blank sign	9x30						
11.	Blank sign	9x36						
12.	Blank sign	9x48						
13.	Blank sign	18x12						
14.	Blank sign	18x18						
15.	Blank sign	18x24						
16.	Blank sign	21x15						
17.	Blank sign	24x18						
18.	Blank sign	24x24						
19.	Blank sign	24x30						
20.	Blank sign	24x36						
21.	Blank sign	30x30						
22.	Blank sign	30x36						
23.	Blank sign	36x12						
24.	Blank sign	36x36						
25.	Blank sign	36x48						
26.	Blank sign	48x9						

27.	Blank sign	48x24						
28.	Blank sign	48x48						
29.	Blank sign	48x96						
30.	Blank sign	60x24						
31.	ADA Men Restroom Sign W/Symbol	9x6						
32.	ADA Unisex Restroom Sign W/Symbol	9x6						
33.	ADA Women Restroom Signs W/Symbol	9x6						

SHOP and OFFICE SIGNS (Facility) (NIGP Code: 255-30)

	Description Of Items	Sizes	Price
1.	Lettering on Door Glass (Including installation, County seal, names, suite & phone number)	Std. 30"	
2.	Decals	11 ½" x16"	
3.	Municipal Emblems (pressure sensitive)		
4.	Door Graphics- Non-Reflective Installation included…	30" x 24"	
VEHICLE LETTERING(NIGP Code: 225-26)			
1.	VEHICLE LETTERING: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	
2.	VEHICLE LETTERING: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12	

PAVEMENT MARKERS (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	
2.	Pavement Markers 1-Way With Adhesive	4"x4"	
3.	Pavement Markers 2- Way With Adhesive	4"x4"	
4.	Ceramic Pavement Marker without Adhesive. White or Yellow	4"	
5.	Plastic Pavement Buttons without Adhesive. White.	4"	
6.	Plastic Pavement Marker without Adhesive. Yellow	4"	
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	
9.	Qwik Stix Adhesive Bar		
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	
11.	Jiggle Bars	6'x6'	

POSTS-BRACKETS-HARDWARE (NIGP Code: 801-30)

	Description Of Items	Sizes	Price
1.	POSTS: Post Galv. G90	8'	
		10'	
		12'	
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	
3.	POSTS: Slipbase Assembly System	10'	
4.	POSTS: Sq.Tubing	10' x 1½"	
		2"x2"x12'	
5.	POSTS: 10'x3" 10BWG. Gal. 2.7/8" Dia.	10'	
6.	POSTS: Galv. U-Channel	12'	
		8'	
		10'	
		6'	
7.	POSTS: Green U-Channel ribbed	10'	

		12'	
8.	POSTS: Poz-Loc System	12'	
9.	POSTS: Slipbase 10BWG TX DOT	12'	
10.	POSTS: Post ONLY 10BWG	12'x3"	
11.	POSTS: Wood Posts Painted White	4"x4"x10'	
12.	POSTS: Wood Post	4"x4"x12'	
13.	POSTS: Galv. Delineator Post	6'	
14.	POSTS: Green Delineator Post	6'	
15.	POSTS: Green U-Channel	8'	
16.	POSTS- Poz-Loc Post	8'	
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		
18.	POSTS: Flange Base	2-3/8"	
19.	POSTS: Keeper Plate only (no hardware)		
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		
21.	POSTS: Socket & Wedge for Poz-Loc		
22.	POSTS: Socket 27" for Poz-Loc	27"	
23.	POSTS: Splice connector		
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	
26.	POSTS:VALVE MARKERS		
27.	Stub Post & Hardware		
28.	POST DRIVER- (manual)		
29.	BRACKET: Dome Cap	2" 3"	
30.	BRACKET: Back to Back Bracket	2"	
31.	BRACKET: Cross Bracket	5½" 12"	
32.	BRACKET: Post Round SIGN Bracket	2" 3"	
33.	BRACKET: Post Cap U-Channel		
34.	BRACKET: U Bolt Clamp	2" 3"	
35.	BRACKET: Post Cap 6" blade	3" x 5½" 2"x 5½"	
36.	BRACKET: Post Cap- 9" blade	2"x12" 3"x12"	
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	
38.	BRACKET: Wing Bracket (all sign plate)	12" 18" 24	
39.	BRACKET: Wing Bracket (cantilever bracket)	16" 24"	
40.	BRACKET: Mast arm buckle bracket	16	
41.	LOCKNUTS		
42.	ANTI-THEFT BOLTS	5/16 x 2 ¼ 5/16 x 1-3/4	
43.	ANTI-THEFT NUTS	5/16	
44.	BOLTS	5/16 x 2½ x 3	
45.	BOLTS	¼ x 2"	
46.	SCREWS FOR Brackets (blade holders)	¼"	

47.	ALLEN WRENCH TOOL	5"	
		12"	

DELINEATOR (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Delineator: Surface Mount Delineators including Epoxy	36"	
		48"	
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"	
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66"	
4.	Delineator: Flex Delin. w/ stripe	72"	
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On		

BARRICADE PANEL (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	10'	
2.	BARRICADE PANEL: Wood Panels, EG, SS: END OF ROAD (Red/White)	12'	
3.	BARRICADE PANEL: Plastic Barricade Panel DS HIP Orange and White	8'	
4.	BARRICADE PANEL: Plastic Barricade Panel, HIP, SS: Orange/White	8'	
5.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	8'	

BARRICADES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	10'	
2.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	12'	
3.	BARRICADES: Type III Barricade End of Road- Wood EG S/S Red & White	8'	
4.	BARRICADES: Type I Plastic A-FRAME Barricade w/1 Panel & 2-Legs	8'	
5.	BARRICADES: Type III Plastic Break-Away Barricade, D/S Orange & White H/I	8'	
6.	BARRICADES: Type III Plastic Break-Away Barricade, S/S Orange & White H/I	8'	
7.	BARRICADES: Marker-	24"x 24"	
8.	BARRICADES: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	
9.	Quick Fence Safety System		

BARRICADE TAPES (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	
2.	BARRICADE TAPES: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	
3.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	

BARRELS (NIGP Code: 550-42)

	Description Of Items	Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	
		6" x 50 yds.	
2.	BARRELS: Barrel w Tire Ring Base		
3.	BARRELS: Tire Rings		
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		

CONES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	CONES: Cone Slim	18"	
2.	CONES: Cone w/ Collar	18"	
3.	CONES: Cone Slim	28"	
4.	CONES: Cone w/ Collar	28"	
5.	CONES: Reflective Collar	4"	
6.	CONES: Reflective Collar	6"	
7.	CONES: Channelizer for Caution Tape with Reflective Collars	42"	
8.	CONES: CONE SIGNS Snap on Cone Sign w/ wording.	12"x13"	

FLAGS

	Description Of Items	Sizes	Price
1.	FLAGS: Safety Flag with Stay	18" x 18"	
2.	FLAGS: Safety Flag with Stay	24x24	

MARKING TAPE (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	MARKING TAPE Conspicuity Tape - D/G. Red, Yellow or White.	3"x50 yds	
2.	MARKING TAPE: Barrier Tape	3"x1000'	
3.	MARKING TAPE: Caution Tape 3MIL	3"x1000'	
4.	MARKING TAPE: Conspicuity D/G. Red, Yellow or White.	2"x50 yds	
5.	MARKING TAPE: Conspicuity Tape D/G, Solid Red.	4"	
6.	MARKING TAPE: Conspicuity Tape D/G, red & white	2'x50 yds	
7.	MARKING TAPE: Conspicuity Strips D/G	2"x 18"	
8.	MARKING TAPE: Crosswalk Pavement Marking	12'x25yds.	

9.	MARKING TAPE: Fire Line -Do Not Cross.	3"x1000'	

REFLECTIVE TAPES (NIGP Code: 345-79)

1.	REFLECTIVE TAPE-General Purpose tape- Red, White , Yellow rolls	1"x 30" yd	
		2"X 30" yd	
		3"x 30" yd	

REFLECTORS (NIGP Code: 055-76)

	Description Of Items	Sizes	Price
1.	REFLECTORS: Block of Bituminous Marker Adhesive	100 lb	
2.	REFLECTORS: Barrier Reflector with 4" Single Side HIP Sheeting.	14"	
3.	REFLECTORS: D/S Concrete Barrier Markers..Yellow or White w/ 3"x4" HIP	16"	
4.	REFLECTORS: White S/S 3"x4" HIP Sheeting 16" S/S Concrete Barrier Marker	16"	
5.	REFLECTORS: .080 Reflector D-9-S Aluminum Delineator Reflectors. DG Yellow, White or Red.	4" x 4"	
6.	REFLECTORS: Plastic Pavement Marker Yellow Button Round	3"	
7.	REFLECTORS: Reflectors Round Plastic	3"	
8.	REFLECTORS: Rectangular Type A & C	3"x8"	

SPEED BUMP (NIGP Code: 550-79)

	Description Of Items	Sizes	Price
1.	SPEED BUMP: Speed Bumps with all hardware	10'	
		12"	
2.	SPEED BUMP: Black & Yellow Speed Bumps	6'	
3.	SPEED BUMP: Car Stops Yellow & Blk Recycled Rubber w/12" Spikes for Asphalt or Gravel	6'	
4.	SPEED BUMP- Cement Car Stop, (unpainted) with 12" Spikes for Asphalt or Cement.	6"	
5.	SPEED BUMP: Speed Bump Plastic	6'	
		9'	
6.	SPEED BUMP: Speed Bump Spikes	12" x 1/2"	

STANDS (NIGP Code: 801-12)

	Description Of Items	Sizes	Price
1.	STANDS: Big Buster Stand		
2.	STANDS: Little Buster portable stand		
3.	STANDS: Portable Stop 7' Stand Portable Stop Stand with a 7' Plastic X-Tube Upright, Yeti Rubber Foot with 4" Riser Stub, 24" HIP Stop Sign.		
4.	STANDS: Universal		
5.	STANDS: Zephyr Stand		
6.	FRAMES: Tripod for Construction Signs with Flag Holders	36"	
		48"	

PAVEMENT MARKING STENCIL (NIGP Code: 962-53)

	Description Of Items	Size	Letters	Stencil
1.	STENCIL: STOP (LETTERING) in Duro	36"		
		48"		
2.	STENCIL: Brass Interlocking Stencils	4"		
3.	STENCIL: Fire Lane Stencil	4"		
4.	STENCIL: No Parking Stencil	4"		
5.	STENCIL: Number Kit Maxi	4"		
6.	STENCIL: Wording kit	4"		
7.	STENCIL: Arrow - Duro	42"		
8.	STENCIL: Arrow - Max	42"		
9.	STENCIL: Arrow Kit, Standard Arrow Kit...One (1) arrow UP, One (1) Arrow Curved Tail	42"		
10.	STENCIL: Handicap Symbol Maxi	72"x63"		
		48x48		
11.	STENCIL: Fire Lane No Parking Duro Stencil	4"		

12.	STENCIL: Fire Lane No Parking Maxi Stencil	4"		

MISC.

	Description Of Items	Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24"	
		30"	
2.	Epoxy (Kit, pads, sticks)	1 gallon	
		5 gallon	
		4x4 pads	
		quick sticks	
3.	Slow Moving placard triangle .040 aluminum		
4.	Slow Moving decal triangle		
5.	Fence Sign Holder-Link Fence Sign Holder		
6.	Warning Triangles (Set of 3)	16"	
7.	Mast Arm Buckle Bracket	16"	
8.	Transfer Tape	1"	
		2"	
		4"	
		6"	
		8"	
		10"	
		12"	
		13"	
		14"	
		15"	
		16"	
		18"	
9.	TXDOT Placard (OSHA) DECALS	10" x 10"	
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	

- **Estimated Delivery Time for Standard (In-Stock) signs: _____**

- **Estimated Delivery Time for Non-Standard (Not-In Stock)**

Small orders: _____ **Large orders: _____**

OTHER MISCELLANEOUS LIST

ON ALL ROAD SIGNS, POSTS & MISC. SUPPLIES NOT LISTED –HIDALGO COUNTY WILL RECEIVE _____% OFF Bidders catalog list prices.

All Applicable Catalogs with list prices must accompany any bids submitted

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____ possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A. B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. :

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**_____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: ☒ Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 12, 2015

RE: ADDENDUM NO. 1
FOR RFB No: 2015-117-05-20-HGO- *"Traffic Road Signs and Other Related Miscellaneous Equipment"*

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with ***"Hidalgo County***-Request for Sealed Bids for-***"Traffic Road Signs and Other Related Miscellaneous Equipment".***

All Addendums must be included in the bid packet to insure each bidder is submitting a complete packet. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

PLEASE ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice via e-mail to heidi.ortiz@co.hidalgo.tx.us

If you do not receive all the pages of **ADDENDUM NO. 1** please notify us immediately at (956)318-2626.

Please be advised that **ADDENDUM NO. 1** will complete your procurement packet for ***"Traffic Road Signs and Other Related Miscellaneous Equipment".***

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/hgo
Enclosures

ADDENDUM NO. 1
May 12, 2015

"Hidalgo County-Traffic Road Signs and Other Related Miscellaneous Equipment"

RFB NO. 2015-117-05-20-HGO

PLEASE NOTE THE FOLLOWING **CHANGE:**

EXHIBIT "B" BID PAGE SCHOOL SIGNS: (page 8 of 18)

Description of Items #7 When Flashing (white back, black text) sizes should be changed to:

24x10
36x18
48x24

Description of Items #8 School Speed Limit Sign W/When Flashing sizes should be changed to:

24x48
36x72
48x96

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, May 12, 2015 for RFB NO.: 2015-117-05-20-HGO - ***"Hidalgo County-Traffic Road Signs and Other Related Miscellaneous Equipment".***

_____ _____

Print VENDOR's Name Date

_____

Authorized Signature

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE .**

Exhibit "B"
Request
For
Bid
Bid Page

EXHIBIT- "B"

Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2015-117-05-20-HGO

OPENED MAR 20 2015 10:15am Missed

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards. Legends on signs will be on one or two sides; reflective grade will vary by dept. **Bid Prices- are on a unit price basis.**

REGULARTORY SIGNS-(NIGP Code: 801-40)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	STOP SIGN	R1-1 .100 .125	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	166.00	68.32	78.51	116.90
2.	YIELD SIGN	R1-2 .100 .125	30x30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36x36	46.30	54.25	82.93	32.41	37.97	58.07
			48x48x48	97.60	112.15	167.00	68.32	78.51	116.90
3.	TO ONCOMING TRAFFIC	R1-2ap .100 .125	24x18	13.95	16.75	27.00	9.77	11.73	18.90
			36x30	38.65	45.25	70.75	27.06	31.68	49.53
			48x36	61.38	71.99	110.25	49.88	58.23	87.15
4.	TO RAMP	R1-2bTP	21x15	10.50	12.95	20.85	7.41	9.07	14.60
			30x24	22.35	27.10	44.25	15.65	18.97	30.98
5.	TO TRAIN	R1-2cTP	21x15	10.50	12.95	20.85	7.41	9.07	14.60
			30x24	22.35	27.10	44.25	15.65	18.97	30.98
6.	ALL WAY	R1-3P	18x6	3.65	4.55	6.85	2.54	2.98	4.80
7.	YIELD HERE TO PEDESTRIANS (Symbol)	R1-5L(R) .100	36x36	55.95	67.90	96.55	44.97	49.50	65.59
8.	YIELD HERE TO PEDESTRIANS (Text)	R1-5aL(R) .100 .160	18x24	15.95	18.75	29.00	11.17	13.13	20.30
			30x42	49.95	57.90	86.55	34.97	40.53	60.59
			36x48	64.25	76.85	115.00	46.38	53.80	80.50
9.	SPEED LIMIT	R2-1 .100 .100 .125	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
			30x36	38.65	45.25	70.75	27.06	31.68	49.53
			36x48	46.30	76.85	115.00	46.38	58.23	87.18
			48x60	143.85	216.30	280.00	100.70	151.40	196.00
10.	NO RIGHT TURN (SYMBOL)	R3-1 .160 .125	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
11.	NO LEFT TURN (SYMBOL)	R3-2 .125	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
12.	NO TURNS	R3-3 .100	24x24	17.85	21.70	35.45	1250	15.19	24.82
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
13.	DO NOT PASS	R4-1	18X24	13.95	16.75	27.00	9.77	11.73	18.90
14.	SLOWER TRAFFIC KEEP RIGHT	R4-3	24X30	22.35	27.10	44.25	15.65	18.97	30.98
15.	TRAFFIC KEEP RIGHT ARROW (Symbol)	R4-7	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x.30	22.35	27.10	44.25	15.65	18.97	30.98
16.	TRAFFIC KEEP LEFT (Symbol)	R4-8	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
17.	DO NOT ENTER	R5-1	30x30	27.75	33.15	54.25	19.43	23.21	37.98

OPENED
MAY 20 2015
10:15am
Witnessed

		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.40	112.15	167.00	68.32	78.51	114.90
18.	WRONG WAY- (Red Back, White Text)	R5-1a	30x18	24.40	29.10	47.15	17.08	20.41	33.91
			36x24	38.05	46.06	74.87	26.64	32.24	52.41
		.100	42x30	49.95	57.90	84.55	34.97	40.53	60.59
		.100	48x36	66.25	76.85	115.00	46.38	53.80	80.50
19.	NO TRUCKS	R5-2	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
20.	ONE WAY (LEFT OR RIGHT)	R6-1R(L)	36x12	19.21	23.20	37.80	13.45	16.24	26.33
			54x18	38.65	45.25	70.75	27.06	31.68	49.53
21.	ONE WAY (left or right) w/ arrow	R6-2R(L)	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
		.100	30x36	38.65	45.25	70.75	27.06	31.68	49.53
		.100	36x48	61.25	71.75	110.25	42.88	50.23	77.18
		.125	48x60	143.85	216.30	280.00	100.70	151.40	196.00
22.	DIVIDED HIGHWAY	R6-3	30x24	22.35	27.10	44.25	15.65	18.97	30.98
		.100	36x30	38.65	45.25	70.75	27.06	31.68	49.53
23.	NO PARKING ANY TIME W/ ARROW	R7-1L (R,DBL)	12x18	10.99	12.99	20.19	7.69	9.09	14.13
24.	NO PARKING 8:30AM TO 5:30PM W/ ARROW	R7-2aL (R,DBL)	12X18	10.99	12.99	20.19	7.69	9.09	14.13
25.	HANDICAP PARKING	R7-8	12x18	10.99	12.99	20.19	7.69	9.09	14.13
26.	HANDICAP PARKING W/ ARROW (R,L,DBL)(green/white)	R7-8P	12x18	10.99	12.99	20.19	7.69	9.09	14.13
27.	NO PARKING BUS STOP W/ ARROW	R7-107R (L,DBL)	12x18	10.99	12.99	20.19	7.69	9.09	14.13
			12x30	14.63	20.44	29.75	10.24	14.31	20.83
28.	NO PARKING BUS STOP SYMBOLS	R7-107AR (L,DBL)	12x30	14.63	20.44	29.75	10.24	14.31	20.83
29.	NO PARKING ON PAVEMENT (OR VARIATION)	R8-1	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
30.	NO PARKING	R8-3a	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
31.	NO PARKING (SYMBOL)	R8-3 .100	36x36	46.30	54.25	82.95	32.14	37.98	58.07
32.	EMERGENCY PARKING ONLY	R8-4	30x24	22.35	27.10	44.25	15.65	18.97	30.98
33.	DO NOT STOP ON TRACKS	R8-8	30x24	22.35	27.10	44.25	15.45	18.97	30.98
34.	NO PEDESTRIAN CROSSING (variations)	R9-3a	12x18	10.99	12.99	20.19	7.69	9.09	14.13
35.	NO PEDESTRIAN CROSSING SYMBOL (VARIATIONS)	R9-3	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
36.	CROSSWALK SIGNS (variations)	R10-1	12x18	10.99	12.99	20.19	7.69	9.09	14.13
37.	PUSH BUTTON FOR CROSSWALK W/ ARROW	R10-4bR(L)	9x12	5.90	6.89	10.50	4.14	4.82	7.35
38.	LEFT ON GREEN ARROW ONLY	R10-5L(R)	18x24	13.95	16.75	27.00	9.77	11.73	18.90
39.	STOP HERE ON RED W/ ARROW	R10-6	24x36	38.05	46.06	74.87	26.64	32.24	52.41
40.	DO NOT BLOCK INTERSECTION	R10-7	24x30	22.35	27.10	44.25	15.65	18.97	30.98
41.	PROTECTED LEFT ON GREEN ARROW	R10-9T	18x12	13.95	16.75	27.00	9.77	11.73	18.90
			36x24	38.05	46.06	74.87	26.64	32.24	52.41
42.	Left Or Right Turn Signal	R10-10L(R) .100	30x36	38.65	45.25	70.75	27.06	31.68	49.53
43.	No Turn On Red	R10-11	24x30	22.35	27.10	44.25	15.65	18.97	30.98
44.	Left Turn Yield On Green	R10-12	24x30	22.35	27.10	44.25	15.65	18.97	30.98

45.	Road Closed	R11-2 .100	48x30	43.60	74.93	124.95	44.52	53.85	87.47
46.	Bridge Closed	R11-2a .100	48x30	43.60	74.93	124.95	44.52	53.85	87.47
47.	Road Closed to Thru Traffic	R11-4 .125	60x30	72.30	83.65	127.75	50.61	58.55	87.35
48.	Weight Limit Xx Tons	R12-1	24x30	22.35	27.10	44.25	15.65	18.97	30.98
49.	2 Hr Parking W/ Time (Or Variation)	R7-18 (DBL,R, L)	12x18	10.99	12.99	20.19	7.69	9.09	14.13
50.	No Dumping Allowed	R19-5T	24x30	22.35	27.10	44.25	15.65	18.97	30.98
51.	Tow Away Zone (Text Or Symbol)	R7-201aP	12x6	4.32	5.00	7.38	3.03	3.50	5.16
52.	Street Name Signs (legend to be on both sides)		6x18	7.65	8.95	13.95	5.35	6.24	9.76
			6x24	10.50	11.99	18.25	7.35	8.39	12.77
			6x30	12.85	15.15	22.95	8.99	10.60	16.04
			6x36	13.00	17.95	27.50	9.10	12.56	19.95
			12X6	5.50	6.75	9.95	3.85	4.72	6.96
			12X9	13.25	15.75	25.50	9.27	11.02	17.85
			18x6	7.50	8.75	13.50	5.25	6.12	9.45
			18x9	10.65	12.50	19.85	7.45	8.75	13.89
			24x6	8.85	10.75	17.00	6.19	7.52	11.90
			24x9	13.00	15.75	25.25	9.10	12.56	19.25
			30x6	10.95	13.25	21.25	7.66	9.27	14.87
			30x9	14.10	19.45	27.50	11.27	13.61	19.25
			36x6	13.10	15.75	25.26	9.17	11.02	17.68
			36x9	19.25	23.25	32.85	13.47	16.27	22.99
			48x9	25.50	30.70	39.50	17.85	21.49	27.65

OPENED
MAY 20 2015
10:15am
Witnessed

WARNING SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DELINEATOR (Left Or Right)	H1-1L(R)	12x36	19.21	23.20	37.40	13.45	16.24	24.32
2.	CAUTION DEAF CHILD AT PLAY (yellow back, black text)	N-8	18x24	13.95	16.75	27.00	9.77	11.73	18.90
3.	SLOW (yellow back, black text)	N-11 .100	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
4.	DEAF CHILD AREA -(yellow back, black text)	N-12	30x30	27.75	33.15	54.25	19.43	23.21	37.98
5.	CAUTION	N-17 .100	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
6.	NEIGHBORHOOD WATCH	CW-G-120RA5	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
7.	CURVE SYMBOL-(sharp right or left)	W1-1R(L) .100 .125	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
8.	CURVE SYMBOL- (left or right)	W1-2R(L) .100 .125	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
9.	CURVE SYMBOL -(sharp left, sharp right)	W1-3R (L) .100	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07

OPENED MAY 20 2015 10:15a Witnessed

		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
10.	ARROW SYMBOL –(left or right)	W1-6R(L)	24x12	14.49	19.17	28.77	11.54	13.42	20.14
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
		.100	48x24	52.43	63.08	101.50	36.70	44.14	71.05
		.125	60x30	72.30	83.65	124.75	50.61	58.55	87.35
11.	DOUBLE ARROW SYMBOL	W1-7	24x12	16.49	19.17	28.77	11.54	13.42	20.14
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
		.100	48x24	52.43	63.08	101.50	36.70	44.14	71.05
		.125	60x30	72.30	83.65	124.75	50.61	58.55	87.35
12.	CHEVRON –(left or right)	W1-8R (L)	12x18	10.99	12.99	20.19	7.69	9.09	14.13
			18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
			30x36	38.65	45.25	70.75	27.04	31.68	49.53
		.100	36x48	61.25	76.75	110.25	42.88	50.23	77.18
13.	CROSSROAD Symbol	W2-1	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
14.	T-INTERSECTION SYMBOL– (left or right)	W2-2 R (L)	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
15.	T- symbol	W2-4	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
16.	Y- symbol	W2-5	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
17.	STOP AHEAD -symbol	W3-1	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
18.	YIELD AHEAD symbol	W3-2	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
19.	STOP SIGNAL AHEAD-symbol	W3-3	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
20.	MERGE RIGHT or LEFT symbol	W4-1R(L)	30x30	27.75	33.15	54.25	19.43	23.21	37.98
		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
21.	LANE ENDS RIGHT OR LEFT	W4-2R(L)	30x30	27.75	33.15	54.25	19.43	23.21	37.98
		.100	36x36	46.30	54.25	82.95	32.41	37.98	58.07

OPENED
MAY 20 2015
10:15a
Witnessed

		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
22.	ROAD NARROWS	W5-1 .100	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
		.125	48x48	97.60	112.15	167.00	68.32	78.51	116.90
23.	NARROW BRIDGE	W5-2 .100 .125	18x18	19.13	23.34	33.18	13.53	15.64	23.25
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
24.	MEDIAN SYMBOL	W6-1 .100 .125	36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
25.	TWO WAY TRAFFIC	W6-3 .100 .125	36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
26.	BUMP	W8-1 .100 .125	18x18	19.33	23.24	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	33.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
27.	DIP	W8-2 .100 .125	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
28.	PAVEMENTS ENDS	W8-3 .100 .125	18x18	19.33	22.31	33.18	13.53	15.64	23.25
			30x30	27.75	35.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
29.	TRUCK CROSSING (text)	W8-6 .100 .125	24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
30.	Watch for ICE on Bridge	W8-18aT .100 (folding sign) .125	36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
31.	Slow Children	W9-11	18x24	13.95	16.75	27.00	9.71	11.73	18.90
32.	Slow Children at Play	W9-12	18x24	13.95	16.75	27.00	9.71	11.73	18.90
33.	Watch Children	W9-13 .100	24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
34.	Railroad Crossing (symbol)	W10-1 .100	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x30	44.30	54.25	82.95	32.41	37.98	58.07
35.	Pedestrian Crossing (symbol)	W11-2 .100 .125	18x18	19.33	22.31	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	35.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
36.	Handicap -symbol-yellow back, black diamond.	W11-9 .100 .125	30x30	27.75	35.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
37.	TRUCK CROSSING (symbol)	W11-10L(R) .100 .125	24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x6	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90

38.	HEIGHT symbol- (yellow back, black text. Diamond)	W12-2 .100 .125	18x18	19.33	22.31	53.18	13.53	15.64	23.25
			30x30	27.75	.3315	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
39.	LOW CLEARANCE- yellow back, black text	W12-2TP	24x18	13.95	16.75	27.00	9.77	11.73	18.90
40.	35 MPH	W13-1P	18x18	19.33	22.34	33.18	1353	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.87
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
41.	DEAD END	W14-1 .100 .125	24x24	17.85	21.70	35.45	12.50	15.19	24.87
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
42.	NO OUTLET	W14-2 .100 .125	24x24	17.85	21.70	35.45	12.50	15.19	24.87
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
43.	DEAD END	W14-1aR (L)	24x6	6.73	8.04	12.87	4.71	5.65	9.00
			36x8	15.34	19.07	29.17	10.75	13.35	20.41
44.	AHEAD	W16-9P	24x12	14.49	19.17	28.77	11.54	13.42	20.14
			30x18	24.34	29.16	47.15	17.05	20.41	33.00
			36x24	38.05	46.04	74.87	26.64	32.24	52.41
45.	BRIDGE OUT--(080 aluminum.- yellow back, black text. diamond.)	W42-3	24x24	17.85	21.70	35.45	12.50	15.19	24.87
			30x30	27.75	33.15	54.25	19.43	23.21	37.98

OPENED MAY 20 2015 10:05am Witnessed

CONSTRUCTION SIGNS (NIGP Code: 801-40)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DETOUR	M4-8	12x6	2.44	2.90	4.50	1.72	2.03	3.15
			24x12	9.25	10.95	17.35	6.47	7.66	12.14
			30x15	10.25	13.80	24.50	7.17	9.66	18.55
2.	END	M4-8b	24x12	9.25	10.95	17.35	6.47	7.66	12.14
			30x15	10.25	13.80	24.50	7.15	9.66	18.55
3.	DETOUR- text & symbol, right, up arrow	M4-9R(L)	30x24	22.04	24.44	42.38	15.42	18.52	29.66
			48x36	70.70	81.30	119.59	49.49	56.91	83.71
			60x48	141.40	162.26	239.10	98.98	113.85	167.37
		M4-9S	30x24	22.04	26.44	42.38	15.42	18.52	29.66
			48x36	70.70	81.30	119.59	49.49	56.91	83.71
			60x48	141.40	162.26	239.10	98.98	113.85	167.37
4.	BUMP	CW8-1	30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.21	109.39	160.35	66.66	76.57	112.24
5.	DIP	CW8-2	30x30	25.84	31.34	51.24	18.08	21.95	35.80
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
6.	PAVEMENT ENDS	CW8-3	30x30	25.84	31.34	51.24	18.08	21.95	35.80
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
7.	WATCH FOR ICE ON BRIDGE	CW8-18aT	36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
8.	ARROW (pointing down)	CW12-1	30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05

			48x48	95.24	109.39	160.35	44.64	74.57	112.24
9.	LOW CLEARANCE	CW12-2TP	24x18	13.30	15.94	25.51	9.31	11.17	17.85
10.	DEAD END	CW14-1	30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
11.	ARROW SIGN (pointing down)	CW16-7PL (R)	21x15	10.43	12.41	20.61	7.30	8.84	14.42
			24x12	9.25	10.95	17.35	6.47	7.66	12.14
			30x18	10.25	13.80	24.50	7.17	9.66	18.55
12.	ROAD WORK AHEAD	CW20-1D	30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	44.64	74.57	112.24
			60x60	237.50	273.48	400.88	166.05	191.43	280.62
13.	ROAD CLOSED AHEAD	CW20-3D	30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	44.64	74.57	112.24
14.	FLAGGER AHEAD	CW20-7Ad	30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	44.64	76.57	112.24
15.	WORKERS symbol	CW21-1aT	24x24	44.64	30.19	82.93	11.64	14.13	23.05
			30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	44.64	74.57	112.24
16.	WORKERS AHEAD (text)	CW21-1bT	30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	44.64	76.57	112.24
17.	FRESH OIL & FRESH TAR	CW21-2	30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	44.64	76.57	112.24
18.	ROAD MACHINERY AHEAD	CW21-3D	30x30	25.84	31.34	51.24	18.08	21.95	35.88
			36x36	46.30	54.05	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	44.64	76.57	112.24
19.	Obey Warning Signs State Law	R20-3T	48x42	66.60	76.93	124.95	44.52	53.85	87.47
20.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30	22.35	27.10	44.25	15.45	18.97	30.98
	When Workers Are Present	R20-5ATP	36x18	27.75	33.15	54.25	19.43	23.21	37.98
21.	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	24x12	N/B	N/B	N/B	N/B	N/B	N/B
			36x18	N/B	N/B	N/B	N/B	N/B	N/B
			48x48	N/B	N/B	N/B	N/B	N/B	N/B
22.	Hand Paddles & Handles	Stop/~~Slow~~ Stop Paddle w/6 in. handle	18"	23.00					
			24"	28.00					
		Stop/Slow Paddle ~~w/6 in. handle~~ Stop/Stop Paddle w/ handle 60in PVC pole Staff	18"	38.70					
			24	49.50					
23.	ROLL-UP VINYL SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead,	Stop/Slow Paddle w/ handle 60in PVC pole Staff	18"	38.70					
			24"	49.50					
		Stop/Slow Paddle w/ handle 60in PVC pole Staff 36x36	18"	N/B					
			24"	N/B					

OPENED
MAY 20 2015
10:45 am
Witnessed

	men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)	Roll-Up Signs 48x48	Non 56.00	Reflect 123.00				
24.	ROLL-UPS:Corner Pocket-Corner Pocket (Plastic)	2.50	Non	Ref				
25.	ROLL-UPS:Flag Holder System-Flag Holder System		4.80					
26.	ROLL-UPS:Left Overlay-Left Velcro Overlay -Ref		24.95					
27.	ROLL-UPS:OVERLAYS- Overlay for Roll-Up signs NON		13.50					
28.	Complete Set Roll-Up Sign with Universal Stand Non- reflective.		48x48 SIZE	NON 177.95	Ref 245.00			
29.	Roll-Up Signs		48 x 48			Non 56.00	Ref 123.00	
			36 x 36			45.00	90.00	

OPENED MAY 20 2015 10:15a Witnessed

SCHOOL SIGNS (NIGP Code: 801-83)

	Description of Items	School Crossing Advance Symbol - Pedestrians walking (green fluorescent back, black)	S1-1	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S3-1 .100 .125	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
2.	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T .100 .125	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
3.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2 .100 .125	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
4.	7:30-8:30AM 2:30-3:30PM (white back, black text)	S4-1P .100 .125	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	44.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
5.	When Children are Present (white back, black text)	S4-2P .100	24x10	16.49	19.17	28.77	11.54	13.42	20.14
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
			48x24	52.43	63.08	101.50	36.70	44.16	71.05
6.	School (green fluorescent back, black text)	S4-3P .100	24x10	16.49	19.17	28.77	11.54	13.42	20.14
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
			48x24	52.43	63.08	101.50	36.70	44.16	71.05
7.	When Flashing (white back, black text)	S4-4P	24x8	16.49	19.17	28.77	11.54	13.42	20.14
			36x12	19.21	23.20	37.60	13.95	16.24	24.33
			48x16	42.89	51.10	81.15	31.00	35.80	56.80
8.	School Speed Limit Sign W/When Flashing	S5-1 .100	24x10	16.49	19.17	28.77	11.54	13.40	20.14
			36x18	33.35	39.09	60.69	23.34	27.34	42.48
			48x24	52.43	63.08	101.50	36.70	44.16	71.05

OPENED MAY 26 2015 10:15 Witnessed

9.	End School Zone	S5-2 .125 .125	24x48	52.43	63.08	101.50	36.70	44.16	71.05
			36x72	152.25	175.15	257.50	106.57	122.60	180.25
			48x96	N/B	N/B	N/B	N/B	N/B	N/B
10.	End School Zone	S5-2aTP .100	24x30	22.35	27.10	44.25	15.65	18.97	30.98
			36x48	41.25	71.75	110.25	42.88	50.23	77.18
11.	Cell Phone Use Prohibited up to $200 Fine	S7-1T	24x18	13.95	16.75	27.00	9.77	11.73	18.90
12.	500 FEET	SW16-2P .100	24x18	13.95	16.75	27.00	9.77	11.73	18.90
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
			48x36	46.25	74.85	115.00	46.38	53.80	80.50
13.	ARROW(pointing down)	SW16-7PL(R)	24x18	13.95	16.75	27.00	9.77	11.73	18.90
			30x24	22.38	27.10	44.25	15.65	18.97	30.98
14.	AHEAD	SW16-9P	21x15	10.50	12.95	20.85	7.41	7.07	14.60
			24x12	16.49	19.17	28.77	11.54	13.42	20.14
			30x18	24.40	29.16	47.15	17.08	20.41	33.01
15.	YIELD TO PEDESTRIANS green fluorescent back, black & red text	R1-6	24x12	16.49	19.17	28.77	11.54	13.42	20.14
			30x18	24.40	29.16	47.15	17.08	20.41	33.01
			36x24	38.05	46.06	74.87	26.64	32.24	52.41
16.	Bicycle Symbol	W11-1	12x36	19.21	23.20	37.60	13.45	16.24	26.33
17.		.100 .125	18x18	19.33	22.40	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	52.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90

OBJECT MARKERS

	Description of Items	OBJECT MARKERS YELLOW - Object Marker W/ 9 Yellow Reflectors	OM1-1	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	OBJECT MARKERS: YELLOW - Object Marker W/ 3 Yellow Reflectors	OM2-1V	6x12	12.95	16.95	23.00	N/B	N/B	N/B
2.	OBJECT MARKERS: EGP - Bridge Marker (Yellow/Black Stripes)Left Or Right	OM-3R(L)	12x36	13.72	16.57	24.84	9.60	11.60	18.80
3.	OBJECT MARKERS: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12	13.72	16.57	24.84	9.60	11.60	18.80
4.	OBJECT MARKERS: RED – End of Roadway Marker-Barricade Markers W/ 9 Red Reflectors	OM4-1	18x18	25.00	29.00	35.00	N/B	N/B	N/B
5.	OBJECT MARKERS: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18	25.00	29.00	35.00	N/B	N/B	N/B
6.	VERTICAL PANELS	12x24	12x24	12.25	14.70	21.55	9.15	11.00	16.25
7.			12x36	13.72	16.57	24.84	9.60	11.60	18.80
			8x24	7.50	9.00	14.00	6.00	6.75	10.50
			18x24	13.95	17.00	27.00	9.80	12.00	19.00
			18x24	N/B	N/B	N/B	N/B	N/B	N/B

SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)

OPENED
MAY 20 2015
10:15 am
Witnessed

	Description of Items	Specialty Signs	S/F	Category-A New Signs			Category- B Re-Facing of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Specialty Signs	D/F	2"x16"	4.75	5.80	8.90	3.33	4.04	4.23
		S/F	2"x16"	4.25	4.80	6.95	2.96	3.36	4.87
2.	Specialty Signs	D/F	4'x8'	200.00	275.00	485.00	140.00	192.50	339.50
		S/F	4'x8'	150.00	195.00	295.00	105.00	136.50	206.50
3.	Specialty Signs	D/F	5"x5"	3.50	4.45	7.75	2.45	3.12	5.43
		S/F	5"x5"	2.90	3.50	5.35	2.03	2.45	3.75
4.	Specialty Signs	D/F	6"x12"	4.65	5.60	9.72	3.26	3.92	6.81
		S/F	6"x12"	3.85	4.50	6.75	2.70	3.15	4.73
5.	Specialty Signs	D/F	9"x30"	13.95	16.50	28.40	9.77	11.55	19.88
		S/F	9"x30"	10.75	12.85	20.50	7.53	9.00	14.35
6.	Specialty Signs	D/F	12' X 3'	225.00	310.00	550.00	157.50	217.00	385.00
		S/F	12' X 3'	185.00	230.00	343.00	129.50	161.00	240.10
7.	Specialty Signs	D/F	12"x 9"	10.99	13.75	23.19	7.70	9.63	16.23
		S/F	12"x 9"	8.55	9.85	14.65	4.62	6.90	10.26
8.	Specialty Signs	D/F	12"x18"	10.70	13.10	21.50	7.49	9.17	15.05
		S/F	12"x18"	8.80	10.15	14.90	6.16	7.11	10.43
9.	Specialty Signs	D/F	12"x 24"	14.85	20.90	34.15	11.80	14.63	23.91
		S/F	12"x 24"	13.50	15.75	24.75	9.45	11.03	17.33
10.	Specialty Signs	D/F	18"x12"	10.70	13.10	21.50	7.49	9.17	15.05
		S/F	18"x12"	8.80	10.15	14.90	6.16	7.11	10.43
11.	Specialty Signs	D/F	18"x 18"	16.62	19.19	31.50	11.63	13.43	22.05
		S/F	18"x 18"	13.85	15.99	23.70	9.70	11.19	16.59
12.	Specialty Signs	D/F	18"x24"	19.15	23.75	40.45	13.41	16.63	28.46
		S/F	18"x24"	15.30	17.95	27.55	10.71	12.57	19.29
13.	Specialty Signs	D/F	18"x 30"	26.75	31.50	48.65	18.73	22.05	34.06
		S/F	18"x 30"	21.96	25.50	35.50	15.37	17.85	24.85
14.	Specialty Signs	D/F	18"x 6"	7.25	8.52	13.65	5.08	5.97	9.54
		S/F	18"x 6"	5.61	6.27	8.75	3.93	4.39	6.13
15.	Specialty Signs	D/F	18"x 9"	9.00	10.45	16.80	6.30	7.32	11.76
		S/F	18"x 9"	7.50	8.50	11.95	5.25	5.95	8.37
16.	Specialty Signs	D/F	24"x12"	14.20	18.90	29.58	11.34	13.23	20.71
		S/F	24"x12"	13.50	15.75	24.65	9.45	11.03	17.26
17.	Specialty Signs	D/F	24"x18"	18.36	21.55	33.13	12.85	15.09	23.19
		S/F	24"x18"	15.30	17.94	27.51	10.71	12.57	19.26
18.	Specialty Signs	D/F	24"x24"	22.40	24.63	42.54	15.68	18.64	29.78
		S/F	24"x24"	18.66	22.19	35.45	13.06	15.53	24.82
19.	Specialty Signs	D/F	24"x30"	29.40	34.20	53.40	20.58	23.95	37.38
		S/F	24"x30"	24.50	28.50	44.50	17.15	19.95	31.15
20.	Specialty Signs	D/F	24"x36"	32.62	39.48	64.18	22.83	27.64	44.93
		S/F	24"x36"	27.18	32.90	53.48	19.03	23.03	37.44
21.	Specialty Signs	D/F	30"x30"	33.80	40.93	66.66	23.66	28.65	46.66
		S/F	30"x30"	28.16	34.11	55.55	19.71	23.87	38.89
22.	Specialty Signs	D/F	30"x24"	29.40	34.20	53.40	20.58	23.94	37.38
		S/F	30"x24"	24.50	28.50	44.50	17.15	19.95	31.15
23.	Specialty Signs	D/F	36"x12"	17.70	21.00	32.23	12.39	14.70	22.56
		S/F	36"x12"	14.75	17.50	26.86	10.33	12.25	18.74
24.	Specialty Signs	D/F	36"x36"	46.10	60.67	97.87	32.34	42.47	68.51
		S/F	36"x36"	38.50	50.56	81.54	26.95	35.39	57.09
25.	Specialty Signs	D/F	48"x48"	91.08	107.40	168.60	85.75	75.18	118.62
		S/F	48"x48"	75.90	89.50	140.50	53.13	62.65	98.35

OPENED
MAY 20 2015
10:50
Witnessed

26.	Specialty Signs	D/F	48"x72"	174.00	228.00	348.00	121.80	159.60	243.60
		S/F	48"x72"	145.00	190.00	290.00	101.50	133.00	203.00
27.	Specialty Signs	D/F	48"x96"	180.00	228.00	354.00	126.00	159.60	247.80
		S/F	48"x96"	150.00	195.00	295.00	105.00	136.50	206.50
28.	Specialty Signs	D/F	60"x48"	174.00	222.00	342.00	121.80	155.40	239.40
		S/F	60"x48"	140.00	185.00	285.00	98.00	129.50	199.50
29.	Specialty Signs	D/F	72"x36"	72.12	84.90	130.74	50.48	59.43	91.52
		S/F	72"x36"	60.10	70.75	108.95	42.07	49.53	76.27
30.	Specialty Signs	D/F	72"x48"	174.00	228.00	348.00	121.80	159.60	243.60
		S/F	72"x48"	145.00	190.00	290.00	101.50	133.00	203.00
31.	Specialty Signs	D/F	96"x36"	132.00	163.50	255.30	92.40	114.45	178.71
		S/F	96"x36"	110.00	136.25	212.75	77.00	95.38	148.93
32.	Project signs-Plywood	D/F	96"x48"	180.00	228.00	354.00	126.00	159.60	247.80
		S/F	96"x48"	150.00	195.00	295.00	105.00	135.00	205.00
33.		D/F	4"x8"						

BLANK SIGNS (NIGP Code: 801-09)

	Description of Items	Blank only Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
	NO sheeting	no sheeting	Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12 2.25	2.85	3.30	5.00	2.00	2.31	3.50
2.	Blank sign	6x18 2.75	3.15	3.85	6.40	2.21	2.70	4.48
3.	Blank sign	6x24 3.10	4.29	5.25	8.45	3.00	3.68	6.01
4.	Blank sign	6x30 3.87	5.65	7.00	10.80	3.96	4.90	7.56
5.	Blank sign	6x36 5.74	7.51	8.90	14.00	5.26	6.23	9.80
6.	Blank sign	6x48 7.70	9.99	11.81	18.67	6.99	8.26	13.04
7.	Blank sign	9x12 2.95	3.90	4.55	7.10	2.73	3.19	4.97
8.	Blank sign	9x18 3.60	4.95	5.95	9.80	3.47	4.17	6.86
9.	Blank sign	9x24 4.55	6.35	7.70	12.85	4.45	5.39	9.00
10.	Blank sign	9x30 5.77	7.95	9.46	14.01	5.57	6.74	11.25
11.	Blank sign	9x36 7.14	9.80	11.85	19.51	6.86	8.30	13.70
12.	Blank sign	9x48 11.75	13.77	15.59	22.45	9.63	10.91	15.71
13.	Blank sign	18x12 5.29	7.05	8.45	13.57	4.94	5.92	9.50
14.	Blank sign	18x18 7.98	10.05	12.69	20.41	7.46	9.07	14.29
15.	Blank sign	18x24 8.40	11.97	14.70	24.99	8.38	10.29	17.50
16.	Blank sign	21x15 6.65	9.25	11.25	18.70	6.48	7.88	13.09
17.	Blank sign	24x18 7.98	10.66	12.69	20.41	7.46	8.88	14.29
18.	Blank sign	24x24 11.06	15.82	19.45	32.15	11.07	13.62	22.51
19.	Blank sign	24x30 13.79	19.75	24.25	41.00	13.83	19.98	28.70
20.	Blank sign	24x36 16.94	24.00	29.54	48.95	16.80	20.68	34.27
21.	Blank sign	30x30 17.50	24.95	30.61	52.00	17.47	21.43	36.40
22.	Blank sign .100	30x36 21.49	30.40	37.25	62.95	21.28	26.08	44.07
23.	Blank sign	36x12 8.59	12.15	14.70	25.25	8.51	10.43	17.68
24.	Blank sign .100	36x36 26.75	37.50	45.65	76.50	26.25	31.96	53.50
25.	Blank sign .100	36x48 37.85	52.15	63.00	100.00	36.51	44.10	70.00
26.	Blank sign	48x9 11.75	13.77	15.59	22.45	9.43	10.91	15.71

Blank only
No sheeting

27.	Blank sign .100	48x24 27.78	41.80	44.58	72.05	29.24	31.21	50.44
28.	Blank sign .100	48x48 69.58	88.65	103.15	158.00	62.04	72.21	110.60
29.	Blank sign .125	48x96 189.00	227.10	256.30	365.94	158.97	179.34	256.17
30.	Blank sign .100	60x24 54.00	65.90	75.00	169.50	46.13	52.50	76.45
31.	ADA Men Restroom Sign W/Symbol	9x6	13.95					
32.	ADA Unisex Restroom Sign W/Symbol	9x6	13.95					
33.	ADA Women Restroom Signs W/Symbol	9x6	13.95					

SHOP and OFFICE SIGNS (Facility) (NIGP Code: 255-30)

	Description Of Items	Sizes	Price
1.	Lettering on Door Glass (Including installation, County seal, names, suite & phone number) 30"x45"	Std. 30"	120.00
2.	Decals	11 ½" x16"	16.95
3.	Municipal Emblems (pressure sensitive)	14"x14"	16.95
4.	Door Graphics- Non-Reflective Installation included…	30" x 24"	95.00
	VEHICLE LETTERING(NIGP Code: 225-26)		
1.	VEHICLE LETTERING: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	120.00
2.	VEHICLE LETTERING: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12	90.00

PAVEMENT MARKERS (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	1.30
2.	Pavement Markers 1-Way With Adhesive	4"x4"	2.75
3.	Pavement Markers 2- Way With Adhesive	4"x4"	2.90
4.	Ceramic Pavement Marker without Adhesive, White or Yellow	4"	.90
5.	Plastic Pavement Buttons without Adhesive, White.	4"	1.35
6.	Plastic Pavement Marker without Adhesive, Yellow	4"	1.35
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	2.75
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	13.50
9.	Qwik Stix Adhesive Bar		N/B
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	16.75
11.	Jiggle Bars	6'x6'	12.32

POSTS-BRACKETS-HARDWARE (NIGP Code: 801-30)

	Description Of Items	Sizes	Price
1.	POSTS: Post Galv. G90	8'	13.13
		10'	15.93
		12'	20.12
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	30.04
3.	POSTS: Slipbase Assembly System	10'	158.20
4.	POSTS: Sq.Tubing	10' x 1½"	18.20
		2"x2"x12'	30.80
5.	POSTS: 10'x3" 10BWG. Gal. 2.7/8" Dia.	10'	60.30
6.	POSTS: Galv. U-Channel	12'	45.51
		8'	35.71
		10'	38.01
		6'	N/B
7.	POSTS: Green U-Channel ribbed	10'	22.68

OPENED
MAY 20 2015
10:45 am
Witnessed

		12'	27.25
8.	POSTS: Poz-Loc System Complete	12'	33.24
9.	POSTS: Slipbase 10BWG TX DOT Complete	12'	168.00
10.	POSTS: Post ONLY 10BWG	12'x3"	70.10
11.	POSTS: Wood Posts Painted White	4"x4"x10'	47.53
12.	POSTS: Wood Post	4"x4"x12'	55.93
13.	POSTS: Galv. Delineator Post	6'	10.24
14.	POSTS: Green ~~Delineator~~ Post T-Post	6'	6.95
15.	POSTS: Green U-Channel	8'	25.20
16.	POSTS- Poz-Loc Post	8'	N/B
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		51.80
18.	POSTS: Flange Base	2-3/8"	21.00
19.	POSTS: Keeper Plate only (no hardware)		1.19
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		3.37
21.	POSTS: Socket & Wedge for Poz-Loc		14.13
22.	POSTS: Socket 27" for Poz-Loc	27"	10.77
23.	POSTS: Splice connector		4.55
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	57.40
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	N/B
26.	POSTS:VALVE MARKERS		26.53
27.	Stub Post & Hardware		109.20
28.	POST DRIVER- (manual)		N/B
29.	BRACKET: Dome Cap	2"	1.00
		3"	2.50
30.	BRACKET: Back to Back Bracket 2-238	2"	4.25
31.	BRACKET: Cross Bracket	5½"	4.00
		12"	12.60
32.	BRACKET: Post Round SIGN Bracket	2"	4.50
		3"	6.95
33.	BRACKET: Post Cap U-Channel	5 1/2"	4.00
34.	BRACKET: U Bolt Clamp	2"	4.00
		3"	6.40
35.	BRACKET: Post Cap 6" blade	3" x 5½"	4.30
		2"x 5½"	4.20
36.	BRACKET: Post Cap- 9" blade	2"x12"	10.50
		3"x12"	15.95
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	3.95
38.	BRACKET: Wing Bracket (all sign plate)	12"	8.75
		18"	10.85
		24	14.85
39.	BRACKET: Wing Bracket (cantilever bracket)	16"	9.75
		24"	18.00
40.	BRACKET: Mast arm buckle bracket Buckle & strap	16	16.95
41.	LOCKNUTS		.08
42.	ANTI-THEFT BOLTS	5/16 x 2 ¼	.47
		5/16 x 1-3/4	.53
43.	ANTI-THEFT NUTS	5/16	.55
44.	BOLTS	5/16 x 2½ x 3	.53
45.	BOLTS	¼ x 2"	.65
46.	SCREWS FOR Brackets (blade holders)	¼"	.25

OPENED MAY 28 2015 10:15am Witnessed

17.	ALLEN WRENCH TOOL	5"	5.00
		12"	12.50

DELINEATOR (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Delineator: Surface Mount Delineators including ~~Epoxy~~ Butyl Pad NO Stripes	36"	21.00
		48"	23.70
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"	N/B
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66"	3/5 20.17 | D/S 22.50
4.	Delineator: Flex Delin. w/ stripe	72"	N/B
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On	3" x 13"	5.75

BARRICADE PANEL (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	10'	31.00
2.	BARRICADE PANEL: Wood Panels, EG, SS: END OF ROAD (Red/White)	12'	35.00
3.	BARRICADE PANEL: Plastic Barricade Panel DS HIP Orange and White	8'	18.00
4.	BARRICADE PANEL: Plastic Barricade Panel, HIP, SS: Orange/White	8'	38.00
5.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	8'	24.00

OPENED
MAY 20 2015
10:15am
Witnessed

OPENED
MAY 20 2015
witnessed

BARRICADES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	10'	175.00
2.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	12'	195.00
3.	BARRICADES: Type III Barricade End of Road- Wood EG S/S Red & White	8'	150.00
4.	BARRICADES: Type I Plastic A-FRAME Barricade w/1 Panel & 2-Legs	8'	125.00
5.	BARRICADES: Type III Plastic Break-Away Barricade, D/S Orange & White H/I	8'	195.00
6.	BARRICADES: Type III Plastic Break-Away Barricade, S/S Orange & White H/I	8'	175.00
7.	BARRICADES: Marker-	24"x 24"	25.00
8.	BARRICADES: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	42.00
9.	Quick Fence Safety System		N/B

BARRICADE TAPES (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	123.50
2.	BARRICADE TAPES: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	259.00
3.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	259.00

BARRELS (NIGP Code: 550-42)

	Description Of Items	Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	80.50
		6" x 50 yds.	120.75
2.	BARRELS: Barrel w Tire Ring Base		52.78
3.	BARRELS: Tire Rings		9.10
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		48.95

CONES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	CONES: Cone Slim	18"	N/B
2.	CONES: Cone w/ Collar	18"	N/B
3.	CONES: Cone Slim	28"	14.75
4.	CONES: Cone w/ Collar	28"	20.38
5.	CONES: Reflective Collar	4"	3.65
6.	CONES: Reflective Collar	6"	3.75
7.	CONES: Channelizer for Caution Tape with Reflective Collars	42"	42.35
8.	CONES: CONE SIGNS Snap on Cone Sign w/ wording.	12"x13"	14.50

FLAGS

	Description Of Items	Sizes	Price
1.	FLAGS: Safety Flag with Stay	18" x 18"	4.25
2.	FLAGS: Safety Flag with Stay	24x24	5.75

MARKING TAPE (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	MARKING TAPE Conspicuity Tape - D/G. Red, Yellow or White.	3"x50 yds	175.00
2.	MARKING TAPE: Barrier Tape	3"x1000'	14.00
3.	MARKING TAPE: Caution Tape 3MIL	3"x1000'	14.00
4.	MARKING TAPE: Conspicuity D/G. Red, Yellow or White.	2"x50 yds	130.00
5.	MARKING TAPE: Conspicuity Tape D/G, Solid Red.	4"	230.00
6.	MARKING TAPE: Conspicuity Tape D/G, red & white	2'x50 yds	130.00
7.	MARKING TAPE: Conspicuity Strips D/G	2"x 18"	N/B
8.	MARKING TAPE: Crosswalk Pavement Marking	12'x25yds.	462.00

9.	MARKING TAPE: Fire Line -Do Not Cross.	3"x1000'	14.00

OPENED MAY 20 2015 10:45 Witnessed

REFLECTIVE TAPES (NIGP Code: 345-79)

1.	REFLECTIVE TAPE-General Purpose tape- Red, White , Yellow rolls	1"x 30" yd	54.99
		2"X 30" yd	128.75
		3"x 30" yd	165.00

REFLECTORS (NIGP Code: 055-76)

	Description Of Items	Sizes	Price
1.	REFLECTORS: Block of Bituminous Marker Adhesive	100 lb	123.25
2.	REFLECTORS: Barrier Reflector with 4" Single Side HIP Sheeting.	14"	14.70
3.	REFLECTORS: D/S Concrete Barrier Markers..Yellow or White w/ 3"x4" HIP	16"	17.50
4.	REFLECTORS: White S/S 3"x4" HIP Sheeting 16" S/S Concrete Barrier Marker	16"	15.75
5.	REFLECTORS: .080 Reflector D-9-S Aluminum Delineator Reflectors. DG Yellow, White or Red.	4" x 4"	9.10
6.	REFLECTORS: Plastic Pavement Marker Yellow Button Round	3"	.85
7.	REFLECTORS: Reflectors Round Plastic	3"	1.20
8.	REFLECTORS: Rectangular Type A & C	3"x8"	7.95

SPEED BUMP (NIGP Code: 550-79)

	Description Of Items	Sizes	Price
1.	SPEED BUMP: Speed Bumps with all hardware	10'	251.00
		12"	275.00
2.	SPEED BUMP: Black & Yellow Speed Bumps	6'	175.00
3.	SPEED BUMP: Car Stops Yellow & Blk Recycled Rubber w/12" Spikes for Asphalt or Gravel	6'	63.00
4.	SPEED BUMP- Cement Car Stop, (unpainted) with 12" Spikes for Asphalt or Cement.	6"	35.00
5.	SPEED BUMP: Speed Bump Plastic	6'	120.00
		9'	245.00
6.	SPEED BUMP: Speed Bump Spikes	12" x 1/2"	4.20

STANDS (NIGP Code: 801-12)

	Description Of Items	Sizes	Price
1.	STANDS: Big Buster Stand		217.00
2.	STANDS: Little Buster portable stand		165.00
3.	STANDS: Portable Stop 7' Stand Portable Stop Stand with a 7' Plastic X-Tube Upright, Yeti Rubber Foot with 4" Riser Stub, 24" HIP Stop Sign.		145.00
4.	STANDS: Universal		117.75
5.	STANDS: Zephyr Stand		92.50
6.	FRAMES: Tripod for Construction Signs with Flag Holders	36"	96.95
		48"	105.50

PAVEMENT MARKING STENCIL (NIGP Code: 962-53)

	Description Of Items	Size	Letters	Stencil
1.	STENCIL: STOP (LETTERING) in Duro	36"	47.18	48.95
		48"	55.95	57.95
2.	STENCIL: Brass Interlocking Stencils	4"		250.00
3.	STENCIL: Fire Lane Stencil	4"		16.98
4.	STENCIL: No Parking Stencil	4"		16.98
5.	STENCIL: Number Kit Maxi	4"		29.95
6.	STENCIL: Wording kit	4"		90.50
7.	STENCIL: Arrow - Duro	42"		19.95
8.	STENCIL: Arrow - Max	42"		39.50
9.	STENCIL: Arrow Kit, Standard Arrow Kit...One (1) arrow UP, One (1) Arrow Curved Tail	42"		39.50
10.	STENCIL: Handicap Symbol Maxi	72"x63"		130.00
		48x48		90.90
11.	STENCIL: Fire Lane No Parking Duro Stencil	4"		29.95

12.	STENCIL: Fire Lane No Parking Maxi Stencil	4"		29.95

MISC.

	Description Of Items	Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24" x 24"	4.50
		30" x 30"	13.15
2.	Epoxy (Kit, pads, sticks) 1 Gal. Part A, 1 Gal. Part B / 5 Gal. Part A, 5 Gal. Part B	1 gallon	101.50
		5 gallon	507.50
		4x4 pads	.95
		quick sticks	N/B
3.	Slow Moving placard triangle .040 aluminum		16.95
4.	Slow Moving decal triangle		9.95
5.	Fence Sign Holder-Link Fence Sign Holder Set of 2		4.60
6.	Warning Triangles (Set of 3)	16"	35.95
7.	Mast Arm Buckle Bracket	16"	16.95
8.	Transfer Tape	1"	3.69
		2"	7.39
		4"	14.80
		6"	22.17
		8"	29.65
		10"	37.25
		12"	44.95
		13"	48.25
		14"	51.75
		15"	55.50
		16"	59.25
		18"	66.55
9.	TXDOT Placard (OSHA) DECALS	10" x 10"	9.95
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	14.95

- **Estimated Delivery Time for Standard (In-Stock) signs:** 3 days
- **Estimated Delivery Time for Non-Standard (Not-In Stock)**

Small orders: 10-30 days **Large orders:** 10-30 days

OPENED
MAY 26 2015
10:50 am
Witnessed

OTHER MISCELLANEOUS LIST

ON ALL ROAD SIGNS, POSTS & MISC. SUPPLIES NOT LISTED –HIDALGO COUNTY WILL RECEIVE _____% OFF Bidders catalog list prices.

All Applicable Catalogs with list prices must accompany any bids submitted

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Delta Specialties Supply

ADDRESS: 10205 E. Hwy 107

CITY/STATE/ZIP CODE: Edinburg, Tx 78542

PHONE & FAX NO.'S: 956-316-1626 Fx: 956-318-1316

CELLULAR PHONE:

AUTHORIZED SIGNATURE: Martin Peña

PRINTED NAME: Martin Peña

TITLE: Owner

EMAIL: Sales@deltasignsupply.com

Exhibit "C"

Certificate Of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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 HYLANT GROUP, INC. PO BOX 2248 GRAND RAPIDS MI 49501-2248	CONTACT NAME: CUSTOMER SERVICE CENTER PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURANCE.COM
INSURED MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES, SIGNS & SUPPL 10205 E STATE HIGHWAY 107 EDINBURG TX 78542	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FOREMOST INSURANCE COMPANY — 11185 INSURER B: FOREMOST PROPERTY AND CASUALTY — 11800 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 145332 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	N	PAS038483617	7/9/2015	7/9/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]	Y	N	PAS038483617	7/9/2015	7/9/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	N	PAS038483617	7/9/2015	7/9/2016	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC038670213	7/9/2015	7/9/2016	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SIGN PAINTING OR LETTERING/ CERTIFICATE HOLDER IS DESIGNATED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY PER FORM CG2010 IN THE PERFORMANCE OF THE NAMED INSUREDS ONGOING OPERATIONS. SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

HIDALGO COUNTY

2802 S BUSINESS HIGHWAY 281

EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TEXAS CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder:	Named Insured:
HIDALGO COUNTY 2812 S. BUSINESS 281 EDINBURG, TX 78539	MARTIN PENA 10205 E HWY 107 EDINBURG TX 78542

Automobile Liability

Insurer Name: Allstate County Mutual Insurance Company

Policy Number: 648558615

	1 – Any Auto		2 – Owned Autos Only		3 – Owned Priv. Pass. Autos Only
	4 – Owned Autos Other Than Priv. Pass. Autos Only	X	5 – Owned Autos Subject to No Fault		6 – Owned Autos Subject to a Compulsory UM Law
X	7 – Specifically Described Autos		8 – Hired Autos Only		9 – Non-owned Autos Only

Policy Effective Date: 01-29-2015		**Policy Expiration Date:** 01-29-2016	
Limits Of Insurance:		Combined Single Limit (each accident)	
$ 500,000 BI Per Person	$ 500,000 BI Per Accident	$ 500,000 PD Per Accident	

Description of Operations/Locations/Vehicles/Endorsements/Special Provisions

Interested Party Type: CERTIFICATE HOLDER

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.

IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer:	
IGNACIO PUENTE	
Authorized Representative:	Date:

Includes copyrighted material of Insurance Services Office, Inc., with its permission

Certificate Copy

CC REG. AGENDA 08/18/15

B. Action [if applicable and necessary] for Hidalgo County Commissioners Court to select and approve an "alternative" site/area/location [within the first floor of the HC Courthouse and identified in photo attached herein] for the Shoe Shine Concession Stand due to unforeseen/unanticipated logistical and practical problems.

4. **AI-50792** a. Authority to advertise and approval of procurement packet [i.e. Exhibit Request for Proposals, Legal Notice, "Exhibit A" Requirements, Exhibit "B" Selection Criteria] as attached hereto [and as reviewed by Safety Division] for: Hidalgo County – "Property and Casualty Insurance" to include Third Party Administration Services] RFP No. 2015-101-10-07-YSS;

b. Assignment/Designation by Commissioners' Court a Committee [as referenced in procurement packet] to score, grade and evaluate the responses received for eventual ranking and/or award.

5. **AI-50437** Presentation of bids received [as detailed and attached herein] for the purpose of award and approval of contract document with the responsible vendor submitting the lowest and best bid and meeting all specification and/or requirements for: Hidalgo County "Traffic Road Signs and Other Related Misc. Equipment" - RFB No. 2015-117-05-20-HGO. Delta Signs

6. **AI-50756** Acceptance and approval of one [1] of the two [2] Options [as directed by CC] for the engagement of a professional energy consultant services provider for Hidalgo County with **Texas Energy Consultants [#1 ranked vendor]:** Robert Peña

Option A: Contract including, but not limited to the following scope of services:

1. Preparing an RFP [drafting procurement packet working with Purchasing Dept. and Legal Counsel] for the provision of electric energy/power to Hidalgo County [for all eligible/applicable departments, elected offices, programs and/or agencies] for distribution to all statutorily competitively compliant vendors [i.e. coops, state/federal programs, aggregation pools, etc.];
2. Receiving of responses to RFP, clarifying responses [if necessary], negotiating terms & conditions [those in HC best interest and requesting best and final offers, tabulating, analysis of offers,scoring/grading and preparing a grid for submission to CC with recommendations [re: terms of contract, renewal or termination options, re-negotiation factors, etc.]for action by same;
3. Facilitating the execution and implementation of new agreement;
4. Audit first quarter billings to ensure energy provider compliance with contract rates, terms and conditions;
5. During first year with new provider, facilitate the addition and/or deletion of accounts or conversion from other existing providers other than Reliant;

with a negotiated fee of $30K to be paid in monthly installments of $2.5K

Option B: Contract including, but not limited to:

1. All services detailed in Option A herein plus;
2. Audit of billing from Reliant for the past three [3] years;
3. Audit of current billing for accuracy;
4. Addition & deletion of meters/accounts/sites;

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER HYLANT GROUP, INC. PO BOX 2248 GRAND RAPIDS MI 49501-2248	CONTACT NAME: CUSTOMER SERVICE CENTER PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURANCE.COM
INSURED MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES, SIGNS & SUPPL 10205 E STATE HIGHWAY 107 EDINBURG TX 78542	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : FOREMOST INSURANCE COMPANY — 11185 INSURER B : FOREMOST PROPERTY AND CASUALTY — 11800 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 153874 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	N	PAS038483617	07/09/2016	07/09/2017	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	N	PAS038483617	07/09/2016	07/09/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	N	PAS038483617	07/09/2016	07/09/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC038670213	07/09/2016	07/09/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
								$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIGN PAINTING OR LETTERING / CERTIFICATE HOLDER IS DESIGNATED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY PER FORM CG2010 IN THE PERFORMANCE OF THE NAMED INSUREDS ONGOING OPERATIONS. SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

HIDALGO COUNTY

2802 S BUSINESS HIGHWAY 281

EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CArmstrong

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AI-55597 **Purchasing Department** **20. A. 6.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Through HC membership/participation with The Cooperative Purchasing Network aka TCPN, acceptance of a Rebate Check from Office Depot [awarded vendor by TCPN] in the amount of $161.42 check number is 2596764 rebate is for 2015 purchases.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

rebate check acceptance.

Attachments

rebate check

Receipt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/01/2016 11:42 AM
Budget & Management	Veronica Ortiz	08/01/2016 04:46 PM
Linda Flores	Linda Flores	08/03/2016 01:22 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Nielda Cavazos		Started On: 07/27/2016 02:24 PM
Final Approval Date: 08/05/2016		

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK

Office DEPOT

6600 North Military Trail
Boca Raton, FL 33496

Wells Fargo Bank, N.A.

64-975
612

NO. 2596764

Date 07/06/2016
MM/DD/YYYY

217581

Amount
$ *******161.42

US DOLLARS
Void if not cashed within six months

Pay ONE HUNDRED SIXTY-ONE AND 42/100 DOLLARS

Pay To

HIDALGO CNTY
100 E CANO ST STE 202
EDINBURG, TX 785394548

Authorized Signature

⑈2596764⑈ ⑆061209756⑆ 2079900581852⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. DO NOT CASH IF SECURITY FEATURES NOTED ON BACK ARE NOT PRESENT.

US EXPENSE

6600 North Military Trail
Boca Raton, FL 33496

Check Payment NBR: 2596764 **Date:** 07/06/2016

Invoice Number	Description	Date	Voucher ID	Gross Amount	Discount	Paid Amount
SPRB1607010754	TCPN 2015 REBATE	07/01/16		161.42	0.00	161.42
			Total	161.42	0.00	161.42

All correspondence should include Invoice #

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 200885

Received From: PURCHASING DEPT.OFFICE DEPOT 07/28/16 Date 07/28/16

1	2596764	INV# SPRB1607010754 TCPN 2015 REBATE	6-1100-360-00-000-000-0-000	161.42

Total: **161.42**

Check Total	161.42
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-55782 **Purchasing Department** **20. B. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to Professional Engineering Services for the purposes of an (**On Call) "Construction Material Testing & GEO Technical Services"** for: **(job specific) FEMA DR 4223 & 4245** projects located within **Hidalgo County Precinct No. 1;**

ENGINEERING FIRMS:

Totals	Millennium Engineering Group, Inc.	Izaguirre Engineering Group	Fulcrum Consulting Services
Scores	95	89	87
Ranking			

B. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of (**On Call) "Construction Material Testing & GEO Technical Services"** for: **(job specific) FEMA DR 4223 & 4245** projects located within **Hidalgo County Precinct No. 1**, with the No. 1 ranked firm _____ .

BACKGROUND

GRID

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

**Budget Impact will be identified by Pct 1 & Budget Department..

Attachments

GRID-On Call-CMT & GEO Tech (FEMA DR 4223 & 4245) Pct 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 05:12 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Letty Saenz		Started On: 08/05/2016 04:45 PM
Final Approval Date: 08/05/2016		

PROFESSIONAL ENGINEERING SERVICES

"CONSTRUCTION MATERIAL TESTING & GEO TECHNICAL SERVICES"

FOR

"FEMA PROJECTS DR 4223 & 4245"

HIDALGO COUNTY PRECINCT No. 1

Scoring & Evaluation GRID

Engineering Firms

Total Scores	Millennium Engineering Group, Inc.	Izaguirre Engineering Group	Fulcrum Consulting Services
Evaluator 1	95	89	87
RANKING			

*Scoring/Evaluation-completed by HC Precinct No. 1-Raul Lozano

AI-55773 **Purchasing Department** **20. B. 2.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Raul Lozano, COMM. PCT. #1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

A) Acceptance and approval on an Interlocal Agreement between County of Hidalgo and Drainage District No. 1 for the provisions of joint efforts for the Mile 6 West & Mile 14 Area Drainage Improvement Project/ El Ovispado Subdivision; and

B) Acceptance and approval of Interlocal Agreement Project: Improvements to Mile 6 West & Mile 14 Area Drainage Improvement Project / El Ovispado Subdivision

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-121-222-0-721

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

BUDGETARY IMPACT:

Funds available as of 08/05/2016

Attachments

ICA

LEGAL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 04:49 PM
Budget & Management	Veronica Ortiz	08/05/2016 04:51 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Katia Garcia		Started On: 08/05/2016 03:32 PM
Final Approval Date: 08/05/2016		

STATE OF TEXAS

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS AGREEMENT is made on this the day of 2016, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1,** hereinafter referred to as "Drainage District", and **HIDALGO COUNTY,TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, District desires to install storm sewers in El Obispado Subdivision which has continually been affected by rain events;

WHEREAS, District has or will execute a construction contract with Jimenez Engineering Solutions LLC, d/b/a International Consulting Engineers to install such storm sewers;

WHEREAS, District in the process of construction of such storm sewers in El Obispado Subdivision will damage approximately thirty seven and six tenth (37.6%) of the roads or streets in El Obispado Subdivision;

WHEREAS, District has or will contract with RDH Site & Construction, LLC to repair damage to the streets and roads in El Obispado Subdivision caused by the installation of such storm sewers;

WHEREAS, County desires to rework and pave the remainder of the streets and roads in El Obispado Subdivision not suffering damage as a result of such storm sewer installation;

WHEREAS, County desires to contribute the sum of Two Hundred Fourteen Thousand Three Hundred Fifty Nine and Sixty one hundredths Dollars ($214,359.60) for the reworking and paving of the streets and roads in El Obispado Subdivision;

WHEREAS, District and County have agreed to cooperate in the improvements as described herein; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, District and County in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District shall contract with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers for installation of storm sewers in El Obispado Subdivision and shall also contract with RDH Site & Concrete LLC for repair of streets and roads damaged by the installation of such storm sewers as well as the reworking of the streets and roads

in El Obispado Subdivision not damaged by the installation of such storm sewers.

2. County agrees upon execution of this Agreement to pay District the sum of Two Hundred Fourteen Thousand Three Hundred Fifty Nine and Sixty one hundredths Dollars ($214,359.60) being sixty two and four tenth percent (62.4%) of the contract sum of the RDH Site and Construction, LLC Contract for the reworking and paving of the streets and roads in El Obispado Subdivision not damaged by the installation of storm sewers.

3. District will coordinate work schedule of the above described contracts to provide for minimal disruption of services, and will use its best efforts to complete the project within _____ ( ) days of the date of this Agreement.

4. Following completion of the work described herein the parties agree that the District will have no responsible for the maintenance of the streets and roads in El Obispado Subdivision.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and County, and not otherwise.

9. **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.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Hidalgo County Drainage District No. 1 Attention: Raul Sesin 902 N. Doolittle Road Edinburg, Texas 78539
If to County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2' Floor Edinburg, TX 78539
With copy to:	Commissioner A.C. Cuellar, Jr., Precinct No.1 1902 Joe Stephens Avenue Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

13. **Assignment.** This Agreement shall not be assignable.

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

15. **Gender and Number.** All pronouns used in this Agreement shall include the

other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by District and Hidalgo County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

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

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

ATTEST:

By: _____
Ramon Garcia, Board of Directors

_____
Arturo Guajardo, Jr.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Raul Sesin, District Manager

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project wherein District and County have or will execute a construction contract with Jimenez Engineering Solutions LLC, d/b/a International Consulting Engineers to install and improve storm sewers in El Obispado Subdivision which has continually been affected by rain events within the municipal limits of District and County jurisdiction through an interlocal Cooperation Agreement to be entered with Hidalgo County Drainage District No. 1 and Hidalgo County.

By vote on _____ 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

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

From : Steve Crain <scrain@atlashall.com> Mon, Aug 08, 2016 04:09 PM

Subject : <No Subject>

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

I approve as to form the Obispado subdivision interlocal agreement between Hidalgo County and the Hidalgo County Drainage No. 1.

AI-55684 **Purchasing Department** **20. B. 3.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

A. Recommendation by project engineer, LeFevre Engineering, to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, RDH Site and Concrete, LLC of Palmview, TX the Base Bid in the amount of $1,097,337.27 for Hidalgo County Precinct No. 1 - "Paving and Drainage Improvements for Goolie Road" Project-RFB No. 2016-277-08-03-YSS" subject to compliance with HB23 and/or HB1295 [when and/or if applicable];

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Raul Lozano, to execute change orders that involve...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decrease by 18% or more without the consent of the contractor".

BACKGROUND

FEMA Project Number: PA-06-TX-4245-PW-00090 (1280 Funds)

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-121-212-0-721

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

BUDGETARY IMPACT:

Pending transfer in the amount of $200,000.00 (AI-55693)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-820-5-721

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

BUDGETARY IMPACT:

Attachments

Engineer Letter of Recommendation

Bid Tabulation

Pct. 1 Recommendation Letter

Bidder's List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/03/2016 05:37 PM
Budget & Management	Veronica Ortiz	08/04/2016 08:41 AM
Glinda Pacheco	Glinda Pacheco	08/05/2016 08:49 AM
Final Approval	Veronica Ortiz	08/05/2016 03:22 PM
Glinda Pacheco	Glinda Pacheco	08/05/2016 03:40 PM
Form Started By: Katia Garcia		Started On: 08/03/2016 01:55 PM
Final Approval Date: 08/05/2016		

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

August 3, 2016

Comm. A.C. Cuellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78596

Re: Hidalgo County Precinct No. 1 – Goolie Road Paving Improvements
LEMC No. 194

Dear Commissioner Cuellar:

On Wednesday, August 03, 2016, bids were received and opened for Goolie Road Paving Improvements Project located in Hidalgo County, Texas. A total of ten (10) bids were received, in which, LeFevre Engineering & Management Consulting, LLC (LEMC) reviewed the submitted proposals and compiled the bid tabulation as attached.

After the review of the Bid Tabulations, LeFevre Engineering & Management Consulting, LLC confirmed that RDH Site & Concrete, LLC was the lowest bidder for the Base Bid in the amount of **$1,097,337.27**. In review of the tabulated items and provided information, LEMC recommends, **RDH Site & Concrete, LLC** in the amount of **$1,097,337.27**.

It has been LEMC's pleasure to work with Hidalgo County Precinct No. 1 on this project, and look forward to continue to do so. Should you have any questions or concerns, please do not hesitate to contact our office at (956) 687-5362.

Sincerely,

Emigdio "Milo" Salinas, PE
Vice President

FINAL BID TABULATION
FOR
Goolie Road Paving Improvements
Hidalgo County Precinct No. 1

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.5362
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722
Civil Engineering
Environmental Engineering
Planning
Project Management

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	BIDDER #1 RDH Site and Concrete, LLC UNIT PRICE	BIDDER #1 TOTAL PRICE	BIDDER #2 Earthworks Enterprise UNIT PRICE	BIDDER #2 TOTAL PRICE	BIDDER #3 Bearkat Construction, LLC UNIT PRICE	BIDDER #3 TOTAL PRICE	BIDDER #4 Saenz Brothers Construction UNIT PRICE	BIDDER #4 TOTAL PRICE	BIDDER #5 Foremost Paving, Inc. UNIT PRICE	BIDDER #5 TOTAL PRICE	BIDDER #6 IOC Company, LLC UNIT PRICE	BIDDER #6 TOTAL PRICE	BIDDER #7 Texas Cordia Construction UNIT PRICE	BIDDER #7 TOTAL PRICE	BIDDER #8 Jimmy Closner & Sons UNIT PRICE	BIDDER #8 TOTAL PRICE	BIDDER #9 Holmont, LLC UNIT PRICE	BIDDER #9 TOTAL PRICE	BIDDER #10 RO Engineering, PLLC UNIT PRICE	BIDDER #10 TOTAL PRICE
P194 Goolie Road Paving Improvements																							
	General Project																						
1-1	Traffic control plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00	$ 1,600.00	$ 1,600.00	$ 2,500.00	$ 2,500.00	$ 1,241.65	$ 1,241.65	$ 16,500.00	$ 16,500.00
1-2	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan.	LS	1	$ 5,000.00	$ 5,000.00	$ 16,000.00	$ 16,000.00	$ 10,000.00	$ 10,000.00	$ 6,500.00	$ 6,500.00	$ 35,000.00	$ 35,000.00	$ 11,000.00	$ 11,000.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 6,773.20	$ 6,773.20	$ 40,000.00	$ 40,000.00
	Total General Project			**$**	**10,000.00**	**$**	**21,500.00**	**$**	**15,000.00**	**$**	**15,000.00**	**$**	**40,000.00**	**$**	**36,000.00**	**$**	**11,600.00**	**$**	**10,000.00**	**$**	**8,014.85**	**$**	**56,500.00**
	BASE BID - Goolie Road Paving Improvements																						
2-1	Place 2-inch Hot Mix Asphalt Concrete Type "D" (2-inch compacted thickness) according to the plans and specifications; complete in place.	SY	33896	$ 10.00	$ 338,960.00	$ 10.00	$ 338,960.00	$ 11.00	$ 372,856.00	$ 9.55	$ 323,706.80	$ 8.80	$ 298,284.80	$ 8.65	$ 293,200.40	$ 10.00	$ 338,960.00	$ 11.80	$ 399,972.80	$ 11.78	$ 399,294.88	$ 13.25	$ 449,122.00
2-2	Prime Coat (MC-30) (0.2 GAL/SY), according to the plans and specifications; complete in place.	GAL	6780	$ 5.00	$ 33,900.00 ★	$ 4.00	$ 27,120.00	$ 5.00	$ 33,900.00	$ 6.50	$ 44,070.00	$ 4.00	$ 27,120.00	$ 4.50	$ 30,510.00	$ 4.00	$ 27,120.00	$ 4.50	$ 30,510.00	$ 4.35	$ 29,493.00	$ 3.75	$ 25,425.00
2-3	8-inch Caliche Base (8-inch compacted thickness) according to the plans and specifications; complete in place.	SY	39837	$ 7.00	$ 278,859.00	$ 6.65	$ 264,916.05	$ 8.00	$ 318,696.00	$ 6.00	$ 239,022.00	$ 7.80	$ 310,728.60	$ 7.70	$ 306,744.90	$ 7.00	$ 278,859.00	$ 9.00	$ 358,533.00	$ 17.87	$ 711,887.19	$ 8.50	$ 338,614.50
2-4	10-inch Lime treated Sub-Grade (6%) according to the plans and specifications; complete in place.	SY	39837	$ 4.75	$ 189,225.75	$ 6.90	$ 274,875.30	$ 5.00	$ 199,185.00	$ 7.70	$ 306,744.90	$ 6.50	$ 258,940.50	$ 6.95	$ 276,867.15	$ 9.50	$ 378,451.50	$ 8.30	$ 330,647.10	$ 4.90	$ 195,201.30	$ 8.90	$ 354,549.30
2-5	Furnish and Install 4" Concrete Sidewalk, according to the plans and specifications; complete in place.	SY	7	$ 200.00	$ 1,400.00	$ 50.00	$ 350.00	$ 36.00	$ 252.00	$ 55.00	$ 385.00	$ 210.00	$ 1,470.00	$ 262.26	$ 1,835.82	$ 169.00	$ 1,183.00	$ 80.00	$ 560.00	$ 55.87	$ 391.09	$ 75.00	$ 525.00
2-6	Furnish and Install 5-ft Concrete Flume	EA	1	$ 600.00	$ 600.00	$ 350.00	$ 350.00	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00	$ 3,000.00	$ 3,000.00	$ 1,519.52	$ 1,519.52	$ 1,267.00	$ 1,267.00	$ 1,200.00	$ 1,200.00	$ 682.91	$ 682.91	$ 350.00	$ 350.00
2-7	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place	SY	115	$ 60.00	$ 6,900.00	$ 45.00	$ 5,175.00	$ 40.00	$ 4,600.00	$ 72.00	$ 8,280.00	$ 75.00	$ 8,625.00	$ 95.33	$ 10,962.95	$ 35.00	$ 4,025.00	$ 70.00	$ 8,050.00	$ 55.87	$ 6,425.05	$ 45.00	$ 5,175.00
2-8	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	1824	$ 15.00	$ 27,360.00	$ 20.00	$ 36,480.00	$ 25.00	$ 45,600.00	$ 25.00	$ 45,600.00	$ 39.00	$ 71,136.00	$ 38.70	$ 70,588.80	$ 18.00	$ 32,832.00	$ 20.00	$ 36,480.00	$ 16.57	$ 30,223.68 ★	$ 30.00	$ 54,720.00
2-9	Remove and Replace existing dirt/caliche driveways with 6-inch caliche driveway, according to the plans and specifications; complete in place.	SY	212	$ 5.00	$ 1,060.00	$ 15.00	$ 3,180.00	$ 25.00	$ 5,300.00	$ 17.00	$ 3,604.00	$ 25.00	$ 5,300.00	$ 26.37	$ 5,590.44	$ 10.00	$ 2,120.00	$ 8.35	$ 1,770.20	$ 1.13	$ 239.56	$ 23.00	$ 4,876.00
2-10	Furnish and Install 15-inch HPP according to the plans and specifications; complete in place	LF	2143	$ 21.00	$ 45,003.00	$ 18.00	$ 38,574.00	$ 20.00	$ 42,860.00	$ 20.00	$ 42,860.00	$ 25.00	$ 53,575.00	$ 29.02	$ 62,189.86	$ 19.00	$ 40,717.00	$ 35.00	$ 75,005.00	$ 16.55	$ 35,466.65	$ 36.00	$ 77,148.00 ★
2-11	Furnish and Install 18-inch RCP according to the plans and specifications; complete in place	LF	1069	$ 45.00	$ 48,105.00	$ 23.00	$ 24,587.00	$ 22.00	$ 23,518.00	$ 45.00	$ 48,105.00	$ 44.00	$ 47,036.00	$ 62.32	$ 66,620.08	$ 46.00	$ 49,174.00	$ 40.00	$ 42,760.00	$ 44.80	$ 47,891.20	$ 44.00	$ 47,036.00 ★
2-12	Furnish and Install 24-inch RCP according to the plans and specifications; complete in place	LF	96	$ 55.00	$ 5,280.00	$ 35.00	$ 3,360.00	$ 40.00	$ 3,840.00	$ 60.00	$ 5,760.00	$ 60.00	$ 5,760.00	$ 97.28	$ 9,338.88	$ 61.00	$ 5,856.00	$ 50.00	$ 4,800.00	$ 57.10	$ 5,481.60	$ 62.90	$ 6,038.40
2-13	Furnish and Install 36-inch RCP according to the plans and specifications; complete in place	LF	78	$ 99.00	$ 7,722.00	$ 40.00	$ 3,120.00	$ 48.00	$ 3,744.00	$ 70.00	$ 5,460.00	$ 95.00	$ 7,410.00	$ 143.79	$ 11,215.62	$ 118.00	$ 9,204.00	$ 70.00	$ 5,460.00	$ 114.21	$ 8,908.38	$ 85.00	$ 6,630.00
2-14	Furnish and Install 5'x5' Type "M" Manhole according to the plans and specifications; complete in place	EA	1	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 4,500.00	$ 4,500.00	$ 3,500.00	$ 3,500.00	$ 4,500.00	$ 4,500.00	$ 4,560.42	$ 4,560.42	$ 3,600.00	$ 3,600.00	$ 4,500.00	$ 4,500.00	$ 1,129.90	$ 1,129.90	$ 4,000.00	$ 4,000.00
2-15	Furnish and Install Grate Inlet Type "C" w/ concrete apron according to the plans and specifications; complete in place	EA	2	$ 4,000.00	$ 8,000.00	$ 3,500.00	$ 7,000.00	$ 4,000.00	$ 8,000.00	$ 4,100.00	$ 8,200.00	$ 3,500.00	$ 7,000.00	$ 3,340.62	$ 6,681.24	$ 2,400.00	$ 4,800.00	$ 3,200.00	$ 6,400.00	$ 869.16	$ 1,738.32	$ 3,800.00	$ 7,600.00
2-16	Furnish and Install Safety End Treatment Structure according to the plans and specifications; complete in place	EA	18	$ 600.00	$ 10,800.00	$ 1,500.00	$ 27,000.00	$ 750.00	$ 13,500.00	$ 750.00	$ 13,500.00	$ 1,000.00	$ 18,000.00	$ 1,126.73	$ 20,281.14	$ 1,000.00	$ 18,000.00	$ 750.00	$ 13,500.00	$ 314.05	$ 5,652.90	$ 1,250.00	$ 22,500.00
2-17	Furnish and Install Storm Discharge Structure according to the plans and specifications; complete in place	EA	8	$ 600.00	$ 4,800.00	$ 900.00	$ 7,200.00	$ 2,500.00	$ 20,000.00	$ 3,500.00	$ 28,000.00	$ 4,200.00	$ 33,600.00	$ 2,800.00	$ 22,400.00	$ 3,000.00	$ 24,000.00	$ 1,300.00	$ 10,400.00	$ 2,607.47	$ 20,859.76	$ 1,500.00	$ 12,000.00
2-18	Furnish and Install 24" Storm Discharge Structure according to the plans and specifications; complete in place	EA	1	$ 600.00	$ 600.00	$ 900.00	$ 900.00	$ 2,500.00	$ 2,500.00	$ 4,500.00	$ 4,500.00	$ 6,000.00	$ 6,000.00	$ 3,431.61	$ 3,431.61	$ 3,700.00	$ 3,700.00	$ 800.00	$ 800.00	$ 2,607.47	$ 2,607.47	$ 4,500.00	$ 4,500.00

FINAL BID TABULATION
FOR
Goolie Road Paving Improvements
Hidalgo County Precinct No. 1

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
				BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5		BIDDER #6		BIDDER #7		BIDDER #8		BIDDER #9		BIDDER #10	
				RDH Site and Concrete, LLC		Earthworks Enterprise		Bearkat Construction, LLC		Saenz Brothers Construction		Foremost Paving, Inc.		IOC Company, LLC		Texas Cordia Construction		Jimmy Closner & Sons		Holmont, LLC		RO Engineering, PLLC	
P194 Goolie Road Paving Improvements																							
2-19	Furnish and Install 36" Storm Discharge Structure according to the plans and specifications; complete in place	EA	2	$ 600.00	$ 1,200.00	$ 1,500.00	$ 3,000.00	$ 2,500.00	$ 5,000.00	$ 5,500.00	$ 11,000.00	$ 6,300.00	$ 12,600.00	$ 3,561.63	$ 7,123.26	$ 2,100.00	$ 4,200.00	$ 1,000.00	$ 2,000.00	$ 2,657.40	$ 5,314.80	$ 5,000.00	$ 10,000.00
2-20	Furnish and Install Concrete Rip-Rap, according to the plans and specifications; complete in place	CY	12.25	$ 250.00	$ 3,062.50	$ 500.00	$ 6,125.00	$ 120.00	$ 1,470.00	$ 1,000.00	$ 12,250.00	$ 500.00	$ 6,125.00	$ 531.58	$ 6,511.86	$ 294.00	$ 3,601.50	$ 200.00	$ 2,450.00	$ 212.85	$ 2,607.41	$ 175.00	$ 2,143.75
2-21	Regrade Exist. Roadside ditches as per the plans and specifications; complete in place	LS	1	$ 28,000.00	$ 28,000.00	$ 55,000.00	$ 55,000.00	$ 20,000.00	$ 20,000.00	$ 47,600.00	$ 47,600.00	$ 62,000.00	$ 62,000.00	$ 21,714.36	$ 21,714.36	$ 97,150.00	$ 97,150.00	$ 30,000.00	$ 30,000.00	$ 9,933.20	$ 9,933.20	$ 24,852.75	$ 24,852.75
2-22	Excavate and/or fill at existing drainage ditch as required and shown as per the plans and specifications; complete in place.	LS	1	$ 28,000.00	$ 28,000.00	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 34,800.00	$ 34,800.00	$ 9,500.00	$ 9,500.00	$ 29,705.46	$ 29,705.46	$ 4,500.00	$ 4,500.00	$ 5,500.00	$ 5,500.00	$ 9,900.15	$ 9,900.15	$ 8,000.00	$ 8,000.00
2-23	Furnish and Install Guardrail as per the plans and specifications; complete in place	LF	307	$ 48.86	$ 15,000.02	$ 50.00	$ 15,350.00	$ 25.00	$ 7,675.00	$ 85.00	$ 26,095.00	$ 32.00	$ 9,824.00	$ 33.25	$ 10,207.75	$ 40.00	$ 12,280.00	$ 50.00	$ 15,350.00	$ 34.38	$ 10,554.66	$ 100.00	$ 30,700.00
Goolie Road Paving Improvements				$ ★	1,087,337.27	$	1,151,122.35	$	1,158,496.00	$	1,264,242.70	$	1,267,534.90	$	1,279,801.52	$	1,345,600.00	$	1,386,648.10	$ ★	1,541,885.06	$ ★	1,496,505.70
GRAND TOTAL				$ ★	1,097,337.27	$	1,172,622.35	$	1,173,496.00	$	1,279,242.70	$	1,307,534.90	$	1,315,801.52	$	1,357,200.00	$	1,396,648.10	$ ★	1,549,899.91	$ ★	1,553,005.70

★ *Mathematical Error*

FINAL BID TABULATION
FOR
Goolie Road Paving Improvements
Hidalgo County Precinct No. 1

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.5362
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722
Civil Engineering
Environmental Engineering
Planning
Project Management

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	BIDDER #1 RDH Site and Concrete, LLC UNIT PRICE	BIDDER #1 TOTAL PRICE	BIDDER #2 Earthworks Enterprise UNIT PRICE	BIDDER #2 TOTAL PRICE	BIDDER #3 Bearkat Construction, LLC UNIT PRICE	BIDDER #3 TOTAL PRICE	BIDDER #4 Saenz Brothers Construction UNIT PRICE	BIDDER #4 TOTAL PRICE	BIDDER #5 Foremost Paving, Inc. UNIT PRICE	BIDDER #5 TOTAL PRICE	BIDDER #6 IOC Company, LLC UNIT PRICE	BIDDER #6 TOTAL PRICE	BIDDER #7 Texas Cordia Construction UNIT PRICE	BIDDER #7 TOTAL PRICE	BIDDER #8 Jimmy Closner & Sons UNIT PRICE	BIDDER #8 TOTAL PRICE	BIDDER #9 Holmont, LLC UNIT PRICE	BIDDER #9 TOTAL PRICE	BIDDER #10 RO Engineering, PLLC UNIT PRICE	BIDDER #10 TOTAL PRICE
P194 Goolie Road Paving Improvements																							
	General Project																						
1-1	Traffic control plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00	$ 1,600.00	$ 1,600.00	$ 2,500.00	$ 2,500.00	$ 1,241.65	$ 1,241.65	$ 16,500.00	$ 16,500.00
1-2	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan.	LS	1	$ 5,000.00	$ 5,000.00	$ 16,000.00	$ 16,000.00	$ 10,000.00	$ 10,000.00	$ 6,500.00	$ 6,500.00	$ 35,000.00	$ 35,000.00	$ 11,000.00	$ 11,000.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 6,773.20	$ 6,773.20	$ 40,000.00	$ 40,000.00
	Total General Project				**$ 10,000.00**		**$ 21,500.00**		**$ 15,000.00**		**$ 15,000.00**		**$ 40,000.00**		**$ 36,000.00**		**$ 11,600.00**		**$ 10,000.00**		**$ 8,014.85**		**$ 56,500.00**
	BASE BID - Goolie Road Paving Improvements																						
2-1	Place 2-inch Hot Mix Asphalt Concrete Type "D" (2-inch compacted thickness) according to the plans and specifications; complete in place.	SY	33896	$ 10.00	$ 338,960.00	$ 10.00	$ 338,960.00	$ 11.00	$ 372,856.00	$ 9.55	$ 323,706.80	$ 8.80	$ 298,284.80	$ 8.65	$ 293,200.40	$ 10.00	$ 338,960.00	$ 11.80	$ 399,972.80	$ 11.78	$ 399,294.88	$ 13.25	$ 449,122.00
2-2	Prime Coat (MC-30) (0.2 GAL/SY), according to the plans and specifications; complete in place.	GAL	6780	$ 5.00	$ 33,900.00	$ 4.00	$ 27,120.00	$ 5.00	$ 33,900.00	$ 6.50	$ 44,070.00	$ 4.00	$ 27,120.00	$ 4.50	$ 30,510.00	$ 4.00	$ 27,120.00	$ 4.50	$ 30,510.00	$ 4.35	$ 29,493.00	$ 3.75	$ 25,425.00
2-3	8-inch Caliche Base (8-inch compacted thickness) according to the plans and specifications; complete in place.	SY	39837	$ 7.00	$ 278,859.00	$ 6.65	$ 264,916.05	$ 8.00	$ 318,696.00	$ 6.00	$ 239,022.00	$ 7.80	$ 310,728.60	$ 7.70	$ 306,744.90	$ 7.00	$ 278,859.00	$ 9.00	$ 358,533.00	$ 17.87	$ 711,887.19	$ 8.50	$ 338,614.50
2-4	10-inch Lime treated Sub-Grade (6%) according to the plans and specifications; complete in place.	SY	39837	$ 4.75	$ 189,225.75	$ 6.90	$ 274,875.30	$ 5.00	$ 199,185.00	$ 7.70	$ 306,744.90	$ 6.50	$ 258,940.50	$ 6.95	$ 276,867.15	$ 9.50	$ 378,451.50	$ 8.30	$ 330,647.10	$ 4.90	$ 195,201.30	$ 8.90	$ 354,549.30
2-5	Furnish and Install 4" Concrete Sidewalk, according to the plans and specifications; complete in place.	SY	7	$ 200.00	$ 1,400.00	$ 50.00	$ 350.00	$ 36.00	$ 252.00	$ 55.00	$ 385.00	$ 210.00	$ 1,470.00	$ 262.26	$ 1,835.82	$ 169.00	$ 1,183.00	$ 80.00	$ 560.00	$ 55.87	$ 391.09	$ 75.00	$ 525.00
2-6	Furnish and Install 5-ft Concrete Flume	EA	1	$ 600.00	$ 600.00	$ 350.00	$ 350.00	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00	$ 3,000.00	$ 3,000.00	$ 1,519.52	$ 1,519.52	$ 1,267.00	$ 1,267.00	$ 1,200.00	$ 1,200.00	$ 682.91	$ 682.91	$ 350.00	$ 350.00
2-7	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place	SY	115	$ 60.00	$ 6,900.00	$ 45.00	$ 5,175.00	$ 40.00	$ 4,600.00	$ 72.00	$ 8,280.00	$ 75.00	$ 8,625.00	$ 95.33	$ 10,962.95	$ 35.00	$ 4,025.00	$ 70.00	$ 8,050.00	$ 55.87	$ 6,425.05	$ 45.00	$ 5,175.00
2-8	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	1824	$ 15.00	$ 27,360.00	$ 20.00	$ 36,480.00	$ 25.00	$ 45,600.00	$ 25.00	$ 45,600.00	$ 39.00	$ 71,136.00	$ 38.70	$ 70,588.80	$ 18.00	$ 32,832.00	$ 20.00	$ 36,480.00	$ 16.57	$ 30,223.68	$ 30.00	$ 54,720.00
2-9	Remove and Replace existing dirt/caliche driveways with 6-inch caliche driveway, according to the plans and specifications; complete in place.	SY	212	$ 5.00	$ 1,060.00	$ 15.00	$ 3,180.00	$ 25.00	$ 5,300.00	$ 17.00	$ 3,604.00	$ 25.00	$ 5,300.00	$ 26.37	$ 5,590.44	$ 10.00	$ 2,120.00	$ 8.35	$ 1,770.20	$ 1.13	$ 239.56	$ 23.00	$ 4,876.00
2-10	Furnish and Install 15-inch HPP according to the plans and specifications; complete in place	LF	2143	$ 21.00	$ 45,003.00	$ 18.00	$ 38,574.00	$ 20.00	$ 42,860.00	$ 20.00	$ 42,860.00	$ 25.00	$ 53,575.00	$ 29.02	$ 62,189.86	$ 19.00	$ 40,717.00	$ 35.00	$ 75,005.00	$ 16.55	$ 35,466.65	$ 36.00	$ 77,148.00
2-11	Furnish and Install 18-inch RCP according to the plans and specifications; complete in place	LF	1069	$ 45.00	$ 48,105.00	$ 23.00	$ 24,587.00	$ 22.00	$ 23,518.00	$ 45.00	$ 48,105.00	$ 44.00	$ 47,036.00	$ 62.32	$ 66,620.08	$ 46.00	$ 49,174.00	$ 40.00	$ 42,760.00	$ 44.80	$ 47,891.20	$ 44.00	$ 47,036.00
2-12	Furnish and Install 24-inch RCP according to the plans and specifications; complete in place	LF	96	$ 55.00	$ 5,280.00	$ 35.00	$ 3,360.00	$ 40.00	$ 3,840.00	$ 60.00	$ 5,760.00	$ 60.00	$ 5,760.00	$ 97.28	$ 9,338.88	$ 61.00	$ 5,856.00	$ 50.00	$ 4,800.00	$ 57.10	$ 5,481.60	$ 62.90	$ 6,038.40
2-13	Furnish and Install 36-inch RCP according to the plans and specifications; complete in place	LF	78	$ 99.00	$ 7,722.00	$ 40.00	$ 3,120.00	$ 48.00	$ 3,744.00	$ 70.00	$ 5,460.00	$ 95.00	$ 7,410.00	$ 143.79	$ 11,215.62	$ 118.00	$ 9,204.00	$ 70.00	$ 5,460.00	$ 114.21	$ 8,908.38	$ 85.00	$ 6,630.00
2-14	Furnish and Install 5'x5' Type "M" Manhole according to the plans and specifications; complete in place	EA	1	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 4,500.00	$ 4,500.00	$ 3,500.00	$ 3,500.00	$ 4,500.00	$ 4,500.00	$ 4,560.42	$ 4,560.42	$ 3,600.00	$ 3,600.00	$ 4,500.00	$ 4,500.00	$ 1,129.90	$ 1,129.90	$ 4,000.00	$ 4,000.00
2-15	Furnish and Install Grate Inlet Type "C" w/ concrete apron according to the plans and specifications; complete in place	EA	2	$ 4,000.00	$ 8,000.00	$ 3,500.00	$ 7,000.00	$ 4,000.00	$ 8,000.00	$ 4,100.00	$ 8,200.00	$ 3,500.00	$ 7,000.00	$ 3,340.62	$ 6,681.24	$ 2,400.00	$ 4,800.00	$ 3,200.00	$ 6,400.00	$ 869.16	$ 1,738.32	$ 3,800.00	$ 7,600.00
2-16	Furnish and Install Safety End Treatment Structure according to the plans and specifications; complete in place	EA	18	$ 600.00	$ 10,800.00	$ 1,500.00	$ 27,000.00	$ 750.00	$ 13,500.00	$ 750.00	$ 13,500.00	$ 1,000.00	$ 18,000.00	$ 1,126.73	$ 20,281.14	$ 1,000.00	$ 18,000.00	$ 750.00	$ 13,500.00	$ 314.05	$ 5,652.90	$ 1,250.00	$ 22,500.00
2-17	Furnish and Install Storm Discharge Structure according to the plans and specifications; complete in place	EA	8	$ 600.00	$ 4,800.00	$ 900.00	$ 7,200.00	$ 2,500.00	$ 20,000.00	$ 3,500.00	$ 28,000.00	$ 4,200.00	$ 33,600.00	$ 2,800.00	$ 22,400.00	$ 3,000.00	$ 24,000.00	$ 1,300.00	$ 10,400.00	$ 2,607.47	$ 20,859.76	$ 1,500.00	$ 12,000.00
2-18	Furnish and Install 24" Storm Discharge Structure according to the plans and specifications; complete in place	EA	1	$ 600.00	$ 600.00	$ 900.00	$ 900.00	$ 2,500.00	$ 2,500.00	$ 4,500.00	$ 4,500.00	$ 6,000.00	$ 6,000.00	$ 3,431.61	$ 3,431.61	$ 3,700.00	$ 3,700.00	$ 800.00	$ 800.00	$ 2,607.47	$ 2,607.47	$ 4,500.00	$ 4,500.00
2-19	Furnish and Install 36" Storm Discharge Structure according to the plans and specifications; complete in place	EA	2	$ 600.00	$ 1,200.00	$ 1,500.00	$ 3,000.00	$ 2,500.00	$ 5,000.00	$ 5,500.00	$ 11,000.00	$ 6,300.00	$ 12,600.00	$ 3,561.63	$ 7,123.26	$ 2,100.00	$ 4,200.00	$ 1,000.00	$ 2,000.00	$ 2,657.40	$ 5,314.80	$ 5,000.00	$ 10,000.00
2-20	Furnish and Install Concrete Rip-Rap, according to the plans and specifications; complete in place	CY	12.25	$ 250.00	$ 3,062.50	$ 500.00	$ 6,125.00	$ 120.00	$ 1,470.00	$ 1,000.00	$ 12,250.00	$ 500.00	$ 6,125.00	$ 531.58	$ 6,511.86	$ 294.00	$ 3,601.50	$ 200.00	$ 2,450.00	$ 212.85	$ 2,607.41	$ 175.00	$ 2,143.75
2-21	Regrade Exist. Roadside ditches as per the plans and specifications; complete in place	LS	1	$ 28,000.00	$ 28,000.00	$ 55,000.00	$ 55,000.00	$ 20,000.00	$ 20,000.00	$ 47,600.00	$ 47,600.00	$ 62,000.00	$ 62,000.00	$ 21,714.36	$ 21,714.36	$ 97,150.00	$ 97,150.00	$ 30,000.00	$ 30,000.00	$ 9,933.20	$ 9,933.20	$ 24,852.75	$ 24,852.75
2-22	Excavate and/or fill at existing drainage ditch as required and shown as per the plans and specifications; complete in place.	LS	1	$ 28,000.00	$ 28,000.00	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 34,800.00	$ 34,800.00	$ 9,500.00	$ 9,500.00	$ 29,705.46	$ 29,705.46	$ 4,500.00	$ 4,500.00	$ 5,500.00	$ 5,500.00	$ 9,900.15	$ 9,900.15	$ 8,000.00	$ 8,000.00
2-23	Furnish and Install Guardrail as per the plans and specifications; complete in place	LF	307	$ 48.86	$ 15,000.02	$ 50.00	$ 15,350.00	$ 25.00	$ 7,675.00	$ 85.00	$ 26,095.00	$ 32.00	$ 9,824.00	$ 33.25	$ 10,207.75	$ 40.00	$ 12,280.00	$ 50.00	$ 15,350.00	$ 34.38	$ 10,554.66	$ 100.00	$ 30,700.00
	Goolie Road Paving Improvements				**$ 1,087,337.27**		**$ 1,151,122.35**		**$ 1,158,496.00**		**$ 1,264,242.70**		**$ 1,267,534.90**		**$ 1,279,801.52**		**$ 1,345,600.00**		**$ 1,386,648.10**		**$ 1,541,885.06**		**$ 1,496,505.70**

FINAL BID TABULATION
FOR
Goolie Road Paving Improvements
Hidalgo County Precinct No. 1

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
				BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5		BIDDER #6		BIDDER #7		BIDDER #8		BIDDER #9		BIDDER #10	
				RDH Site and Concrete, LLC		Earthworks Enterprise		Bearkat Construction, LLC		Saenz Brothers Construction		Foremost Paving, Inc.		IOC Company, LLC		Texas Cordia Construction		Jimmy Closner & Sons		Holmont, LLC		RO Engineering, PLLC	
P194 Goolie Road Paving Improvements																							
	GRAND TOTAL			$	1,097,337.27	$	1,172,622.35	$	1,173,496.00	$	1,279,242.70	$	1,307,534.90	$	1,315,801.52	$	1,357,200.00	$	1,396,648.10	$	1,549,899.91	$	1,553,005.70

★ *Mathematical Error*

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS. STE. 101
WESLACO. TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

August 3, 2016

Ms. Martha Salazar
Hidalgo County Purchasing Agent
2802 S. Business Hwy. 281
Edinburg, TX 78539

Dear Ms. Salazar,

Precinct One has received a recommendation from LeFevre Engineering for the low bid of $1,097,337.27 by RDH Site & Concrete, LLC for the Goolie Road Paving & Drainage Improvements Project.

Bid: 2016-277-08-03-YSS

The Precinct concurs with the recommendation by the Engineer. Please process so that we may begin this project as soon as possible.

Please call me should you have any questions. Thank you.

Respectfully,

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

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Plan Holder's List

Hidalgo County Precinct No. 1
Goolie Road Paving Improvements
P194

Bid Packet No.	Bidder Contact Information (Name, Address, Phone, Fax, Email)	Date of Pick-up	Payment Method (Check No., Cash)	Addendum(s) Issued/Achnowledgement	Notes
1	Foremost Paving, Inc. P.O. Box 29 Weslaco, Texas 78599-0029	7/20/2016	Check #4950	Addendum No. 1	Phone: (956) 316-8900 Fax: Email: joeyv@fpitex.com
2	Earthworks P.O. Box 595 Penitas, Texas 78576	7/20/2016	Check #3922	Addendum No. 1	Phone:(956) 424-3414 Fax: Email: Omar@2gsllc.com
3	Jimmy Closner & Sons 2171 N. FM 491 Mercedes, Texas 78570	7/20/2016	Check #1509	Addendum No. 1	Phone: (956) 565-2688 Fax:(956) 565-0347 Email: mark@jimmyclosner.com
4	IOC Company, LLC 9312 E. Curve Rd Edinburg, Texas 78542	7/22/2016	Check #42624	Addendum No. 1	Phone: Fax: Email:etello@ioccompany.com
5	Saenz Brothers 3226 N. Victoria RD Donna, Texas 78537	7/22/2016	Check #8911	Addendum No. 1	Phone: Fax: Email:saenzbrothers@yahoo.co
6	Texas Cordia Construction 3149-A Center Pointe Dr. Edinburg, Texas 78539	7/22/2016	Check #	Addendum No. 1	Phone: Fax: Email: lydia@texascordia.com
7	Holmont, LLC 3600 S. Fairmont Ave. Pharr, Texas 78577	7/27/2016	Check #1112	Addendum No. 1	Phone:(956) 789-2165 Fax: Email: luiscarlos.holt@holtmont.com

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Plan Holder's List

Hidalgo County Precinct No. 1
Goolie Road Paving Improvements
P194

Bid Packet No.	Bidder Contact Information (Name, Address, Phone, Fax, Email)	Date of Pick-up	Payment Method (Check No., Cash)	Addendum(s) Issued/Achnowledgement	Notes
8	**BearKat Construction, LLC** **3317 W. Alberta Rd.** **Edinburg, Texas 78539**	**7/28/2016**	**Check #2982**	**Addendum No. 1**	**Phone: (956) 627-3480** **Fax: (956) 800-4813** **Email: Jhernandez159@gmail.com**
9	**CMD**	**7/29/2016**		**Addendum No. 1**	**Phone:** **Fax:** **Email:**
10	**RO Engineering, PLLC** **135 Paseo del Prado** **Edinburg, Texas 78539**	**7/29/2016**	**Cash**	**Addendum No. 1**	**Phone: (956) 292-3336** **Fax:** **Email: r.olivarez@ro-engineering.com**
11	**Artillery, LLC** **3714 Buenos Aires St.** **Edinburg, Texas 78539**	**8/1/2016**	**Check #639**	**Addendum No. 1**	**Phone: (956) 292-3336** **Fax:** **Email: artilleryconstruction@hotmail.com**
12					Phone: Fax: Email:
13					Phone: Fax: Email:
14					Phone: Fax: Email:

AI-55498 **Purchasing Department** **20. B. 4.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to advertise with approval of RFB plans and specifications [front end documents] developed and drafted by project engineer, TEDSI Infrastructure Group, Inc for Hidalgo County Precinct No 1 for the following Road Improvements Projects:
a) RFB 2016-289- Nittler Road Improvements (from FM 493 to FM 88);
b) RFB 2016-290- Mile 9 Road Improvements (from Mile 1 East to Mile 3 East);
including the re-advertisement of projects in the event that no bids are received and/or are rejected and project is still required.

BACKGROUND

FEMA Project Number: PA 06-TX-4223-PW01362

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-80X-5-721

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

BUDGETARY IMPACT:

Nittler Road Improvements: 6-1280-431-00-121-801-5-721
Mile 9 Road Improvements: 6-1280-431-00-121-807-5-721

Attachments

RFB2016-289-NITTLER RD
RFB2016-290-MILE 9

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 01:34 PM
Budget & Management	Veronica Ortiz	08/05/2016 01:48 PM
Final Approval	Veronica Ortiz	08/05/2016 03:20 PM

Form Started By: Yolanda Velasquez Started On: 07/19/2016 04:50 PM
Final Approval Date: 08/05/2016

Bid Number: 2016-289-08-31-YZV **Bid Copy _____**

Hidalgo County Precinct No.1

SPECIFICATIONS AND FORMS OF CONTRACT, BOND, AND PROPOSAL FOR

Paving and Drainage Improvements for Nittler Road

RECONSTRUCTION OF ROADWAY AND REGRADE OF ROADSIDE DITCHES ALONG NITTLER ROAD, FROM FM 493 TO FM 88. HIDALGO COUNTY, TEXAS

Prepared for:

Hidalgo County Precinct 1

HIDALGO COUNTY OFFICIALS

RAMON GARCIA, COUNTY JUDGE
A.C. CUELLAR JR, COMMISSIONER, PCT 1
EDUARDO CANTU, COMMISSIONER, PCT 2
JOE M. FLORES, COMMISSIONER, PCT 3
JOSEPH PALACIOS, COMMISSIONER, PCT 4

Prepared by:

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE Firm No. 1640
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
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PROJECT ENGINEER: MARK D. CORBITT, P.E.

August 2016

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INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid for each of the following projects:

Bid No.:	Bid Description:	Opening Date:
2016-289-08-31-YZV	**"Hidalgo County Precinct No. 1 –** Paving & Drainage Improvements to: **Nittler Road**	**August 31, 2016**
2016-290-08-31-YZV	**"Hidalgo County Precinct No. 1 –** Paving & Drainage Improvements to: **Mile 9 North Road**	**August 31, 2016**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: TEDSI Infrastructure Group Inc., at 1201 E. Expressway 83, Mission, Texas 78572 Phone No. **(956) 424-7898** for the amount of **$ 100.00 each.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.
The PDF version of bid packets may be obtained via email **at no cost** by emailing your request to the Projected Engineer at the following address: dsolis@tedsi.com

PRE-BID CONFERENCE is scheduled for **MONDAY, AUGUST 22 2016** at **3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo.
A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $25,000, and a Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $100,000.

UPON SUBMITTING SEALED BIDS, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet (SEPARATELY FOR EACH PROJECT) as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid Number** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain **one (1) original and three (3) copies** of bid and must be clearly identified and addressed for delivery to:

HIDALGO COUNTY PURCHASING DEPARTMENT, Attn: Martha L. Salazar, CPPB, County Purchasing Agent.

HIDALGO COUNTY NEW ADMINISTRATION BUILDING

US Postal Mail/Courier Address: 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 a.m. on Wednesday, August 31, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE 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 the County.

Typed-written Requests For Information (RFI) shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by August 23, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 09th of August , 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

INSTRUCTIONS TO BIDDERS

LEGAL NOTICE **BID NO.: 2016-289-08-31-YZV**

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR NITTLER ROAD"** 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.: 2016-289-08-31-YZV HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR NITTLER ROAD"** 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 3:00 P.M., WEDNESDAY, AUGUST 31, 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 No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR NITTLER ROAD" -RFB NO.: 2016-289-08-31-YZV-** 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 OF GOODS AND SERVICES INSTRUCTIONS (when applicable):

- 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 No.1 Paving and Drainage Improvements for Nittler Raod" -RFB NO.: 2016-289-08-31-YZV**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 3:00 P.M.	**AUG. 31, 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-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 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. (2016-289), 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 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.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

FORM CIS IS THE SOLE RESPONSIBILITY OF THE COUNTY. (FORM IS INCLUDED FOR INFORMATION PURPOSE ONLY)- SHOULD YOU HAVE ANY QUESTIONS REGARDING HB23, (FORM CIS) PLEASE DIRECTED YOURSELF AND/OR CONSULT WITH YOUR LEGAL COUNSEL.

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 with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 Request for Bid (RFB), in their response (except for the CIQ form if NON APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.

HIDALGO COUNTY PRECINCT No. 1
"PAVING AND DRAINAGE IMPROVEMENTS FOR NITTLER ROAD
BID 2016-289-08-31-YZV

BIDDER'S ACKNOWLEDGEMENT

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: _____

Signature _____ Date

Printed Name: _____

Title: _____

BID PROPOSAL

Hidalgo County Purchasing Department
ATTENTION: Martha Salazar
2802 S. Business Hwy 281
Edinburg, Texas 78539

Dear Ms. Salazar:

The undersigned Bidder, pursuant to the foregoing **N**otice and Instructions to Bidders for **Bid Number: 2016-289-08-31-YZV – Paving and Drainage Improvements for Nittler Road** located in Hidalgo County, together with all appurtenances (hereinafter called "Project"), having examined the Drawings and Specifications and related Contract Documents and the site of the proposed work, and being familiar with all the conditions surrounding construction of the proposed Project, including the availability of labor and materials, will construct the Project in accordance with the Contract Documents and addenda thereto, within the time set forth therein, for the prices and Bid stated under Item A on the following pages of this Bid Proposal. The prices and/or amounts shown are to cover all costs, including profit and overhead, incurred in performing the work required under the Contract Documents, of which this Bid is a part. (Note: It is understood that those bid items identified shall be considered as pay items, all other work shall be incidental to the various bid items. It is also noted that estimated quantities are provided for information only.)

The undersigned Bidder further acknowledges that the price includes acknowledgement and understanding of all receipt of all Addenda as identified under Item B on the following pages of this Bid Propsal.

The undersigned Bidder agrees to commence work within ten (10) working days of written notice to commence work and to substantially complete the work on which he has bid **90** calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for:
_____ Dollars (_____);

or a Bid Bond in the sum of:
_____ Dollars (_____); which is agreed either shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Respectfully submitted,

BIDDER: _____

Corporate Seal (if applicable):

Principal Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Telephone: _____

Signaure: _____ Date: _____
Witness to Principal

Printed Name / Title:_____

A. BID

B. ADDENDA

Receipt of the following Addenda is acknowledged as follows:

ADDENDUM	ADDENDUM DATE	ACKNOWLEDGEMENT
No. 1	_____	Signature: _____ Date: _____
No. 2	_____	Signature: _____ Date: _____
No. 3	_____	Signature: _____ Date: _____
No. 4	_____	Signature: _____ Date: _____

PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, _____, as Principal of _____ possess all of the following applicable and necessary requirements and required documents to perform and provide the Work associated with the Project: **Bid Number: 2016-289-08-31-YZV – Paving and Drainage Improvements for Nittler Road.**

(1) Licenses:

(2) Bonds:
- □ Bid Bond
- □ Performance Bond
- □ Payment Bond

(3) Certificates:
- □ Certificates of Insurance or Insurance Requirements Acknowledgement

(4) Affidavits:
- □ Non-Collusion Affidavit Of Prime Bidder
- □ Sales Tax and Local Sales Tax Exemption Certificate

(5) Permits:

(6) Conflict of Interest Questionnaire

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, and within the Contract Time identified in the Contract. I understand that any licenses, bonds, certificates, permits or other requirements must be presented as part of my Bid package in order to expedite the bid evaluation process, and that failure to provide said documentation will result in the disqualification of my Bid.

BIDDER: _____

Principal Signature: _____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** as owner in the penal sum of _____ Dollars ($_____) for the payment of which sum will and truly to be made, and we hereby jointly and severally bind ourselves, our heir, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to **HIDALGO COUNTY** the accompanying **Bid**, dated the _____ day of _____ 20__, attached hereto and hereby made a part hereof to enter into a contract in writing, for **Bid Number: 2016-289-08-31-YZV – Paving and Drainage Improvements for Nittler Road.**

NOWTHEREFORE,

(1) If said **Bid** shall be rejected; or in the alternate,

(2) If said **Bid** shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said **Bid**) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER: _____

Principal Signature: _____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Signature: _____ Date: _____
Witness to Principal

Printed Name / Title: _____

BID BOND, CONT'D.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature:_____ Corporate Seal:

Date: _____

SURETY:

ATTEST:

_____ _____

(Surety) Secretary Attorney-In-Fact Signature

Printed Name: _____

Seal: Address: _____

(Street)

_____

(City, State, Zip)

_____

Witness to Surety

Address: _____

(Street)

_____

(City, State, Zip)

INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, _____, authorized representative for _____, hereby acknowledge Hidalgo County's insurance requirements, and will meet said requirements by checking one of the following:

□ Said insurance requirements will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioner's Court meeting; (*an insurance certificate for the required insurance limits shall be provided to the Hidalgo County Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and Hidalgo County);

□ We currently carry the following:

Automobile Liability $_____ General Liability: $_____

And, to meet Hidalgo County's insurance requirements, will acquire any additional amount needed to meet the Hidalgo County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioner's Court meeting(*an insurance certificate for the required insurance limits shall be provided to the Hidalgo County Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and Hidalgo County);

□ We already meet said insurance requirements, and have attached a copy of the certificate of insurance.

Further, it is understood that failure to provide Certificates of Insurance at the Hidalgo County Commissioner's Court meeting will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of insurance will be monitored / verified on **a quarterly basis** to ensure coverage policy is in place.

BIDDER: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

The State of Texas §
§
County of Hidalgo §

_____ being first duly sworn, deposes and says that

(1) He is _____, of _____,
the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5)The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BIDDER: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT

This Agreement, entered into this ____ day of _____, 20____ by and between **Hidalgo County,** acting herein by and through the Commisioner's Court**,** hereinafter called the "**Owner**," and _____, a Texas corporation of the County of Hidalgo in the State of Texas, hereinafter called the "**Contractor**".

WITNESSETH

WHEREAS, the **Owner** desires to contract with the **Contractor** to commence and complete the construction for the "**Paving and Drainage Improvements for Nittler Road"** (incorporated herein by reference as the "Project")**.**

NOW THEREFORE, the **Owner** and the **Contractor** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1 – ENGINEER. The **Owner** has contracted with **TEDSI Infrastructure Group Inc**., hereinafter called the "**Engineer**", to act as the **Owner's Representative**, and to assume all duties and responsibilities, and have the rights and authority, assigned to the **Engineer** in the Contract Documents (as defined in the Standard General Conditions of the Construction Contract attached hereto under Part II – General Conditions) in connection with the **Project**. Any changes to the specifications and construction drawings of the Contract Documents during construction must be approved by the **Owner** and the **Engineer**, and associated revisions will be developed by the **Engineer** to be incorporated into Change Orders, Work Change Directives, and / or Field Orders (as defined in the Standard General Conditions of the Construction Contract attached hereto under Part II – General Conditions). The **Engineer** will monitor the construction activities of the **Project** by the **Contractor**, including inspection of the **Contractor**'s work and any materials.

ARTICLE 2 – STATEMENT OF WORK. The **Contractor** shall construct the **Project** in accordance with the specifications and construction drawings prepared by the **Engineer**, attached hereto under Part IV. The **Contractor** shall furnish a superintendent, the required labor, machinery, tools, equipment, utility and transportation services, and material not supplied by the **Owner**, and shall perform and complete all Work (as defined I the Standard General Conditions of the Construction Contract attached hereto under Part II – General Conditions) required for the construction of the **Project**.

ARTICLE 3 – CONTRACTOR COMPENSATION AND CONTRACT PRICE. For and in consideration of the Work to be performed by the **Contractor**, the **Owner** agrees to pay the **Contractor** in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided under Part II – General Conditions, Paragraphs 14.02.C and 14.07.C. The **Contractor** hereby agrees with the **Owner** to commence and complete the Work for the contract price sum of _____ dollars and _____ cents ($_____) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Work in accordance with the conditions and prices stated under Parts I, II, and IIII attached hereto, all of which are made a part hereof and collectively evidence and constitute the contract.

ARTICLE 4 – CONTRACT TIME. The **Contractor** hereby agrees to commence work under this Contract on or after a date to be specified in a written "Notice to Proceed" by the **Owner**, and to **substantially** complete the project within **90 Calendar Days**. The Contractor further agrees to pay, as liquidated damages, the sum of **five hundred dollars ($500.00)** for each consecutive **Calendar Day** thereafter.

IN WITNESS WHEREOF, the Contractor and the Owner to these present have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

CONTRACTOR:
_____

BY: _____

Name / Title: _____

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY:_____

ATTACHMENTS:

PART I	CONTRACT AWARD FORMS AND CERTIFICATIONS
PART II	GENERAL CONDITIONS
PART III	CONSTRUCTION DRAWINGS

PART I

CONTRACT AWARD FORMS AND CERTIFICATIONS

FORMS TO SIGN BY CONTRACTOR AS PART OF EXECUTED AGREEMENT:

I.1 NON-COLLUSION AFFIDAVIT OF CONTRACTOR

I.2 PERFORMANCE BOND

I.3 PAYMENT BOND

I.4 INSURANCE REQUIREMENTS AND CONTRACTOR'S CERTIFICATE OF INSURANCE

I.5 SALES TAX AND LOCAL SALES TAX CERTIFICATE

FORMS TO SIGN PRIOR TO FINAL PAYMENT / ACCEPTANCE OF WORK:

I.6 AFFIDAVIT AND WAIVER OF LIEN – PRIME CONTRACTOR

I.7 RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS AND PRODUCT VENDORS

I.8 CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

OTHER:

I.9 WAGE RATES (GENERAL DECISION NUMBER: TX140008 01/03/2014)

FORM I.1

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

The State of Texas §
§
County of Hidalgo §

_____ being first duly sworn, deposes and says that:

(1) He / She is _____ of _____, the Contractor that submitted the Bid on the accepted Contract Price;

(2) He / She is fully informed respecting the preparation and contents of the Bid on the accepted Contract Price and of all pertinent circumstances respecting such Bid;

(3) Such Bid on the accepted Contract Price is genuine and is not a collusive or sham Bid;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Bid on the accepted Contract Price or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Bid on the accepted Contract Price are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20___.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.2

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** (hereinafter called the Oblige) in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ___day of _____ _____, 20____, for **Contract No. _____ Paving and Drainage Improvements for Nittler Road**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the Work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021 (b), for the benefit of Oblige and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ____ day of _____A.D., 20___.

CONTRACTOR: _____

Principal Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Signaure: _____ Date: _____
Witness to Principal

Printed Name / Title: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature:_____ Corporate Seal:

Date: _____

PERFORMANCE BOND, CONT'D.

SURETY:

ATTEST:

_____ _____

(Surety) Secretary Attorney-In-Fact Signature

Printed Name: _____

(SEAL) Address: _____

(Street)

_____

(City, State, Zip)

_____

Witness to Surety

Address: _____

(Street)

_____

(City, State, Zip)

Notes: (1) Date of Bond must be prior to date of Contract.
(2) Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
(3) Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
(4) If Contractor is partnership, all partners must sign and execute BOND.
(5) Indicate County or Parish and State.

FORM I.3

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** (hereinafter called the Oblige) in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ___day of _____, 20___, for **Contract No. _____ Paving and Drainage Improvements for Nittler Road**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021(c) for the beneficiaries described by such sub-section, and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ A.D., 20___.

CONTRACTOR: _____

Principal Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Signaure: _____ Date: _____
Witness to Principal

Printed Name / Title: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature:_____ Corporate Seal:

Date: _____

PAYMENT BOND, CONT'D.

SURETY:

ATTEST:

_____ _____

(Surety) Secretary Attorney-In-Fact Signature

Printed Name: _____

(SEAL) Address: _____

(Street)

_____

(City, State, Zip)

_____

Witness to Surety

Address: _____

(Street)

_____

(City, State, Zip)

Notes: (1) Date of Bond must be prior to date of Contract.
(2) Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
(3) Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
(4) If Contractor is partnership, all partners must sign and execute BOND.
(5) Indicate County or Parish and State.

FORM I.4

CONTRACTOR'S CERTIFICATE OF INSURANCE

The Contractor shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the Contractor 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) 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, consistent with potential exposure to Hidalgo County under the Texas Tort Claims Act. Coverage should 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 Hidalgo County hereunder;

(2) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(3) A five hundred thousand dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of Hidalgo County consistent with potential exposure of Hidalgo County under the Texas Tort Claims Act;

(4) Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming Hidalgo County as an additional insured shall be submitted to Hidalgo 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 Hidalgo 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 Hidalgo County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

FORM I.5

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H)(4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122A, revised civil statutes of Texas, and Article 1066 (C), entitle Local Sales and Use Tax, revised civil statutes of Texas.

The Contractor performing this Contract may purchase, rent, or lease materials, supplies, equipment used or consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No. 95.9.07. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 905.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____ 20___.

CONTRACTOR: _____

Principal Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

FORM I.6

AFFIDAVIT AND WAIVER OF LIEN
CONTRACTOR

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all product suppliers, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of **Contract No.** _____ **Paving and Drainage Improvements for Nittler Road**, Project, have been paid in full, and that the above named Contractor waives any claims and releases to Hidalgo County, Owner, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

The above named Contractor agrees to indemnify the Owner and save him harmless on account of any loss Contractor may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien Contractor may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.7

RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS AND PRODUCT VENDORS

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR AND SUBMITTED PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of subcontract for furnishing labor or products in the construction of **Contract No. _____ Paving and Drainage Improvements for Nittler Road**, Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County, Owner, and _____, Contractor, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

SUB-CONTRACTOR OR VENDOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.8

CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that to the best of his knowledge and belief, except as listed below, the Releases and Waivers of Claim attached hereto include all subcontractors and vendor of labor, products, and equipment provided by all persons who may have liens against the property of Hidalgo County, Owner, arising out of the construction of **Contract No.** _____ **Paving and Drainage Improvements for Nittler Road** Project.

Exceptions: (If none, write "None".) Any exception listed shall be bonded by the Contractor to indemnify the Owner, and a copy of each bond shall be attached hereto.

1.
2.
3.
4.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.9

WAGE RATES
(GENERAL DECISION NO: TX160008 01/08/2016)

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	

Front End Loader, 3 CY or less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator, Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PART II

GENERAL CONDITIONS

II.1 STANDARD GENERAL CONDITIONS

II.2 SUPPLEMENTARY GENERAL CONDITIONS

II.3 GOVERNING SPECIFICATIONS

II.4 GENERAL NOTES

II.1

STANDARD

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

II.2 SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirety and insert the following in its place:

*The **owner** qualifies for the state and local tax exemption in the purchase of certain materials and equipment, the **Contractor** shall utilize the form provided herewith exhibit "D".*

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3 Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace "**Ten day**s" with "**Thirty days**" to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by the OWNER TO CONTRACTOR.

SC Article 16 Add the following languague at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The **Contractor**'s attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

II.3 GOVERNING SPECIFICATIONS

The following specifications and special provisions are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the specifications and below, and including the special provisions listed below, constitute the governing specifications for this Contract.

STANDARD SPECIFICATIONS

SPECIAL PROVISIONS

The following special provisions to the standard specifications are enclosed herewith, and are listed as follows:

SPECIAL SPECIFICATIONS

The following special specifications are listed as follows, and enclosed herewith:

II.4 GENERAL NOTES

The general notes for this Contract are located on plan sheet nos. **5, 6 and 7** of the Contract Drawings.

PART III

CONSTRUCTION DRAWINGS

Bid Number: 2016-290-08-31-YZV **Bid Copy _____**

Hidalgo County Precinct No.1

SPECIFICATIONS AND FORMS OF CONTRACT, BOND, AND PROPOSAL FOR

Paving and Drainage Improvements for Mile 9 North Road

RECONSTRUCTION OF ROADWAY AND REGRADE OF ROADSIDE DITCHES ALONG MILE 9 NORTH ROAD, FROM MILE 1 EAST ROAD TO MILE 3 EAST ROAD. HIDALGO COUNTY, TEXAS

Prepared for:

Hidalgo County Precinct 1

HIDALGO COUNTY OFFICIALS

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August 2016

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INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid for each of the following projects:

Bid No.:	Bid Description:	Opening Date:
2016-289-08-31-YZV	**"Hidalgo County Precinct No. 1 –** Paving & Drainage Improvements to: **Nittler Road**	**August 31, 2016**
2016-290-08-31-YZV	**"Hidalgo County Precinct No. 1 –** Paving & Drainage Improvements to: **Mile 9 North Road**	**August 31, 2016**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: TEDSI Infrastructure Group Inc., at 1201 E. Expressway 83, Mission, Texas 78572 Phone No. **(956) 424-7898** for the amount of **$ 100.00 each.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.
The PDF version of bid packets may be obtained via email **at no cost** by emailing your request to the Projected Engineer at the following address: dsolis@tedsi.com

PRE-BID CONFERENCE is scheduled for **MONDAY, AUGUST 22 2016** at **3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo.
A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $25,000, and a Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $100,000.

UPON SUBMITTING SEALED BIDS, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet (SEPARATELY FOR EACH PROJECT) as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid Number** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain **one (1) original and three (3) copies** of bid and must be clearly identified and addressed for delivery to:

HIDALGO COUNTY PURCHASING DEPARTMENT, Attn: Martha L. Salazar, CPPB, County Purchasing Agent.

HIDALGO COUNTY NEW ADMINISTRATION BUILDING

US Postal Mail/Courier Address: 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 a.m. on Wednesday, August 31, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE 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 the County.

Typed-written Requests For Information (RFI) shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by August 23, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 09th of August , 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

INSTRUCTIONS TO BIDDERS

LEGAL NOTICE **BID NO.: 2016-290-08-31-YZV**

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR MILE 9 NORTH ROAD"** 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.: 2016-290-08-31-YZV HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR MILE 9 NORTH ROAD"** 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 3:00 P.M., WEDNESDAY, AUGUST 31, 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 No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR MILE 9 NORTH ROAD" -RFB NO.: 2016-290-08-31-YZV-** 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 OF GOODS AND SERVICES INSTRUCTIONS (when applicable):

- 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 No.1 Paving and Drainage Improvements for Mile 9 North Raod" -RFB NO.: 2016-290-08-31-YZV**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 3:00 P.M.	**AUG. 31, 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-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 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. (2016-290), 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 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.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

FORM CIS IS THE SOLE RESPONSIBILITY OF THE COUNTY. (FORM IS INCLUDED FOR INFORMATION PURPOSE ONLY)- SHOULD YOU HAVE ANY QUESTIONS REGARDING HB23, (FORM CIS) PLEASE DIRECTED YOURSELF AND/OR CONSULT WITH YOUR LEGAL COUNSEL.

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 with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 Request for Bid (RFB), in their response (except for the CIQ form if NON APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.

HIDALGO COUNTY PRECINCT No. 1
"PAVING AND DRAINAGE IMPROVEMENTS FOR MILE 9 NORTH ROAD
BID 2016-290-08-31-YZV

BIDDER'S ACKNOWLEDGEMENT

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: _____

Signature _____ Date

Printed Name: _____

Title: _____

BID PROPOSAL

Hidalgo County Purchasing Department
ATTENTION: Martha Salazar
2802 S. Business Hwy 281
Edinburg, Texas 78539

Dear Ms. Salazar:

The undersigned Bidder, pursuant to the foregoing **N**otice and Instructions to Bidders for **Bid Number: 2016-289-08-31-YZV – Paving and Drainage Improvements for Nittler Road** located in Hidalgo County, together with all appurtenances (hereinafter called "Project"), having examined the Drawings and Specifications and related Contract Documents and the site of the proposed work, and being familiar with all the conditions surrounding construction of the proposed Project, including the availability of labor and materials, will construct the Project in accordance with the Contract Documents and addenda thereto, within the time set forth therein, for the prices and Bid stated under Item A on the following pages of this Bid Proposal. The prices and/or amounts shown are to cover all costs, including profit and overhead, incurred in performing the work required under the Contract Documents, of which this Bid is a part. (Note: It is understood that those bid items identified shall be considered as pay items, all other work shall be incidental to the various bid items. It is also noted that estimated quantities are provided for information only.)

The undersigned Bidder further acknowledges that the price includes acknowledgement and understanding of all receipt of all Addenda as identified under Item B on the following pages of this Bid Propsal.

The undersigned Bidder agrees to commence work within ten (10) working days of written notice to commence work and to substantially complete the work on which he has bid **90** calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for:
_____ Dollars (_____);

or a Bid Bond in the sum of:
_____ Dollars (_____); which is agreed either shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Respectfully submitted,

BIDDER: _____

Corporate Seal (if applicable):

Principal Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Telephone: _____

Signaure: _____ Date: _____
Witness to Principal

Printed Name / Title:_____

A. BID

B. ADDENDA

Receipt of the following Addenda is acknowledged as follows:

ADDENDUM	ADDENDUM DATE	ACKNOWLEDGEMENT
No. 1	_____	Signature: _____ Date: _____
No. 2	_____	Signature: _____ Date: _____
No. 3	_____	Signature: _____ Date: _____
No. 4	_____	Signature: _____ Date: _____

PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, _____, as Principal of _____ possess all of the following applicable and necessary requirements and required documents to perform and provide the Work associated with the Project: **Bid Number: 2016-290-08-31-YZV – Paving and Drainage Improvements for Mile 9 North Road.**

(1) Licenses:

(2) Bonds:
- □ Bid Bond
- □ Performance Bond
- □ Payment Bond

(3) Certificates:
- □ Certificates of Insurance or Insurance Requirements Acknowledgement

(4) Affidavits:
- □ Non-Collusion Affidavit Of Prime Bidder
- □ Sales Tax and Local Sales Tax Exemption Certificate

(5) Permits:

(6) Conflict of Interest Questionnaire

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, and within the Contract Time identified in the Contract. I understand that any licenses, bonds, certificates, permits or other requirements must be presented as part of my Bid package in order to expedite the bid evaluation process, and that failure to provide said documentation will result in the disqualification of my Bid.

BIDDER: _____

Principal Signature: _____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** as owner in the penal sum of _____ Dollars ($_____) for the payment of which sum will and truly to be made, and we hereby jointly and severally bind ourselves, our heir, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to **HIDALGO COUNTY** the accompanying **Bid**, dated the _____ day of _____ 20__, attached hereto and hereby made a part hereof to enter into a contract in writing, for **Bid Number: 2016-290-08-31-YZV – Paving and Drainage Improvements for Mile 9 North Road.**

NOWTHEREFORE,

(1) If said **Bid** shall be rejected; or in the alternate,

(2) If said **Bid** shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said **Bid**) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER: _____

Principal Signature: _____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Signature: _____ Date: _____
Witness to Principal

Printed Name / Title: _____

BID BOND, CONT'D.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature:_____ Corporate Seal:

Date: _____

SURETY:

ATTEST:

_____ _____

(Surety) Secretary Attorney-In-Fact Signature

Printed Name: _____

Seal: Address: _____

(Street)

_____

(City, State, Zip)

_____

Witness to Surety

Address: _____

(Street)

_____

(City, State, Zip)

INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, _____, authorized representative for _____, hereby acknowledge Hidalgo County's insurance requirements, and will meet said requirements by checking one of the following:

□ Said insurance requirements will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioner's Court meeting; (*an insurance certificate for the required insurance limits shall be provided to the Hidalgo County Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and Hidalgo County);

□ We currently carry the following:

Automobile Liability $_____ General Liability: $_____

And, to meet Hidalgo County's insurance requirements, will acquire any additional amount needed to meet the Hidalgo County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioner's Court meeting(*an insurance certificate for the required insurance limits shall be provided to the Hidalgo County Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and Hidalgo County);

□ We already meet said insurance requirements, and have attached a copy of the certificate of insurance.

Further, it is understood that failure to provide Certificates of Insurance at the Hidalgo County Commissioner's Court meeting will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of insurance will be monitored / verified on **a quarterly basis** to ensure coverage policy is in place.

BIDDER: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

The State of Texas §
§
County of Hidalgo §

_____ being first duly sworn, deposes and says that

(1) He is _____, of _____,
the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5)The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BIDDER: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT

This Agreement, entered into this ____ day of _____, 20____ by and between **Hidalgo County,** acting herein by and through the Commisioner's Court**,** hereinafter called the "**Owner**," and _____, a Texas corporation of the County of Hidalgo in the State of Texas, hereinafter called the "**Contractor**".

WITNESSETH

WHEREAS, the **Owner** desires to contract with the **Contractor** to commence and complete the construction for the "**Paving and Drainage Improvements for Mile 9 North Road"** (incorporated herein by reference as the "Project")**.**

NOW THEREFORE, the **Owner** and the **Contractor** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1 – ENGINEER. The **Owner** has contracted with **TEDSI Infrastructure Group Inc**., hereinafter called the "**Engineer**", to act as the **Owner's Representative**, and to assume all duties and responsibilities, and have the rights and authority, assigned to the **Engineer** in the Contract Documents (as defined in the Standard General Conditions of the Construction Contract attached hereto under Part II – General Conditions) in connection with the **Project**. Any changes to the specifications and construction drawings of the Contract Documents during construction must be approved by the **Owner** and the **Engineer**, and associated revisions will be developed by the **Engineer** to be incorporated into Change Orders, Work Change Directives, and / or Field Orders (as defined in the Standard General Conditions of the Construction Contract attached hereto under Part II – General Conditions). The **Engineer** will monitor the construction activities of the **Project** by the **Contractor**, including inspection of the **Contractor**'s work and any materials.

ARTICLE 2 – STATEMENT OF WORK. The **Contractor** shall construct the **Project** in accordance with the specifications and construction drawings prepared by the **Engineer**, attached hereto under Part IV. The **Contractor** shall furnish a superintendent, the required labor, machinery, tools, equipment, utility and transportation services, and material not supplied by the **Owner**, and shall perform and complete all Work (as defined I the Standard General Conditions of the Construction Contract attached hereto under Part II – General Conditions) required for the construction of the **Project**.

ARTICLE 3 – CONTRACTOR COMPENSATION AND CONTRACT PRICE. For and in consideration of the Work to be performed by the **Contractor**, the **Owner** agrees to pay the **Contractor** in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided under Part II – General Conditions, Paragraphs 14.02.C and 14.07.C. The **Contractor** hereby agrees with the **Owner** to commence and complete the Work for the contract price sum of _____ dollars and _____ cents ($_____) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Work in accordance

with the conditions and prices stated under Parts I, II, and IIII attached hereto, all of which are made a part hereof and collectively evidence and constitute the contract.

ARTICLE 4 – CONTRACT TIME. The **Contractor** hereby agrees to commence work under this Contract on or after a date to be specified in a written "Notice to Proceed" by the **Owner**, and to **substantially** complete the project within **90 Calendar Days**. The Contractor further agrees to pay, as liquidated damages, the sum of **five hundred dollars ($500.00)** for each consecutive **Calendar Day** thereafter.

IN WITNESS WHEREOF, the Contractor and the Owner to these present have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

CONTRACTOR:

_____

BY: _____

Name / Title: _____

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY:_____

ATTACHMENTS:

PART I	CONTRACT AWARD FORMS AND CERTIFICATIONS
PART II	GENERAL CONDITIONS
PART III	CONSTRUCTION DRAWINGS

PART I

CONTRACT AWARD FORMS AND CERTIFICATIONS

FORMS TO SIGN BY CONTRACTOR AS PART OF EXECUTED AGREEMENT:

I.1 NON-COLLUSION AFFIDAVIT OF CONTRACTOR

I.2 PERFORMANCE BOND

I.3 PAYMENT BOND

I.4 INSURANCE REQUIREMENTS AND CONTRACTOR'S CERTIFICATE OF INSURANCE

I.5 SALES TAX AND LOCAL SALES TAX CERTIFICATE

FORMS TO SIGN PRIOR TO FINAL PAYMENT / ACCEPTANCE OF WORK:

I.6 AFFIDAVIT AND WAIVER OF LIEN – PRIME CONTRACTOR

I.7 RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS AND PRODUCT VENDORS

I.8 CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

OTHER:

I.9 WAGE RATES (GENERAL DECISION NUMBER: TX140008 01/03/2014)

FORM I.1

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

The State of Texas §
§
County of Hidalgo §

_____ being first duly sworn, deposes and says that:

(1) He / She is _____ of _____, the Contractor that submitted the Bid on the accepted Contract Price;

(2) He / She is fully informed respecting the preparation and contents of the Bid on the accepted Contract Price and of all pertinent circumstances respecting such Bid;

(3) Such Bid on the accepted Contract Price is genuine and is not a collusive or sham Bid;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Bid on the accepted Contract Price or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Bid on the accepted Contract Price are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20___.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.2

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** (hereinafter called the Oblige) in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ___day of _____ _____, 20____, for **Contract No.** _____ **Paving and Drainage Improvements for Mile 9 North Road**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the Work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021 (b), for the benefit of Oblige and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ____ day of _____A.D., 20___.

CONTRACTOR: _____

Principal Signature:_____ Date: _____

Name / Title: _____

Address: _____

(Street, City, State, Zip)

Signaure: _____ Date: _____

Witness to Principal

Printed Name / Title: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature:_____ Corporate Seal:

Date: _____

PERFORMANCE BOND, CONT'D.

SURETY:

ATTEST:

_____ _____

(Surety) Secretary Attorney-In-Fact Signature

Printed Name: _____

(SEAL) Address: _____

(Street)

_____

(City, State, Zip)

_____

Witness to Surety

Address: _____

(Street)

_____

(City, State, Zip)

Notes: (1) Date of Bond must be prior to date of Contract.
(2) Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
(3) Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
(4) If Contractor is partnership, all partners must sign and execute BOND.
(5) Indicate County or Parish and State.

FORM I.3

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** (hereinafter called the Oblige) in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ___day of _____, 20___, for **Contract No. _____ Paving and Drainage Improvements for Mile 9 North Road**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021(c) for the beneficiaries described by such sub-section, and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ A.D., 20___.

CONTRACTOR: _____

Principal Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Signaure: _____ Date: _____
Witness to Principal

Printed Name / Title: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature:_____ Corporate Seal:

Date: _____

PAYMENT BOND, CONT'D.

SURETY:

ATTEST:

_____ _____

(Surety) Secretary Attorney-In-Fact Signature

Printed Name: _____

(SEAL) Address: _____

(Street)

_____

(City, State, Zip)

_____

Witness to Surety

Address: _____

(Street)

_____

(City, State, Zip)

Notes: (1) Date of Bond must be prior to date of Contract.
(2) Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
(3) Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
(4) If Contractor is partnership, all partners must sign and execute BOND.
(5) Indicate County or Parish and State.

FORM I.4

CONTRACTOR'S CERTIFICATE OF INSURANCE

The Contractor shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the Contractor 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) 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, consistent with potential exposure to Hidalgo County under the Texas Tort Claims Act. Coverage should 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 Hidalgo County hereunder;

(2) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(3) A five hundred thousand dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of Hidalgo County consistent with potential exposure of Hidalgo County under the Texas Tort Claims Act;

(4) Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming Hidalgo County as an additional insured shall be submitted to Hidalgo 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 Hidalgo 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 Hidalgo County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

FORM I.5

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H)(4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122A, revised civil statutes of Texas, and Article 1066 (C), entitle Local Sales and Use Tax, revised civil statutes of Texas.

The Contractor performing this Contract may purchase, rent, or lease materials, supplies, equipment used or consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No. 95.9.07. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 905.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____ 20___.

CONTRACTOR: _____

Principal Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

FORM I.6

AFFIDAVIT AND WAIVER OF LIEN CONTRACTOR

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all product suppliers, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of **Contract No.** _____ **Paving and Drainage Improvements for Mile 9 North Road**, Project, have been paid in full, and that the above named Contractor waives any claims and releases to Hidalgo County, Owner, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

The above named Contractor agrees to indemnify the Owner and save him harmless on account of any loss Contractor may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien Contractor may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.7

RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS AND PRODUCT VENDORS

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR AND SUBMITTED PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of subcontract for furnishing labor or products in the construction of **Contract No. _____ Paving and Drainage Improvements for Mile 9 North Road**, Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County, Owner, and _____, Contractor, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

SUB-CONTRACTOR OR VENDOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.8

CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that to the best of his knowledge and belief, except as listed below, the Releases and Waivers of Claim attached hereto include all subcontractors and vendor of labor, products, and equipment provided by all persons who may have liens against the property of Hidalgo County, Owner, arising out of the construction of **Contract No.** _____ **Paving and Drainage Improvements for Mile 9 North Road** Project.

Exceptions: (If none, write "None".) Any exception listed shall be bonded by the Contractor to indemnify the Owner, and a copy of each bond shall be attached hereto.

1.
2.
3.
4.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.9

WAGE RATES
(GENERAL DECISION NO: TX160008 01/08/2016)

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	

Front End Loader, 3 CY or less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator, Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PART II

GENERAL CONDITIONS

II.1 STANDARD GENERAL CONDITIONS

II.2 SUPPLEMENTARY GENERAL CONDITIONS

II.3 GOVERNING SPECIFICATIONS

II.4 GENERAL NOTES

II.1

STANDARD

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

II.2 SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirety and insert the following in its place:

*The **owner** qualifies for the state and local tax exemption in the purchase of certain materials and equipment, the **Contractor** shall utilize the form provided herewith exhibit "D".*

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3 Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace "**Ten day**s" with "**Thirty days**" to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by the OWNER TO CONTRACTOR.

SC Article 16 Add the following languague at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The **Contractor**'s attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

II.3 GOVERNING SPECIFICATIONS

The following specifications and special provisions are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the specifications and below, and including the special provisions listed below, constitute the governing specifications for this Contract.

STANDARD SPECIFICATIONS

SPECIAL PROVISIONS

The following special provisions to the standard specifications are enclosed herewith, and are listed as follows:

SPECIAL SPECIFICATIONS

The following special specifications are listed as follows, and enclosed herewith:

II.4 GENERAL NOTES

The general notes for this Contract are located on plan sheet nos. **5, 6 and 7** of the Contract Drawings.

PART III

CONSTRUCTION DRAWINGS

AI-55774 **Purchasing Department** **20. C. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for for Pct. 2 "ON CALL" & "AS NEEDED".

	B2Z ENGINEERING, LLC	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC	JAVIER HINOJOSA ENGINEERING
EVALUATOR 1	98	97	95
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for Pct. 2 "ON CALL" & "AS NEEDED".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

Pct 2 will identify account number upon approval of contract

Attachments

SCORING GRID

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 04:53 PM
Budget & Management	Veronica Ortiz	08/05/2016 04:55 PM
Glinda Pacheco	Glinda Pacheco	08/05/2016 05:15 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Rocio Villarreal Started On: 08/05/2016 03:42 PM

Final Approval Date: 08/05/2016

HIDALGO COUNTY PRECINCT NO 2

FOR

On-Call Prof. Engineering Services
Scoring & Evaluation
GRID

Total Scores	**B2Z Engineering, LLC**	**South Texas Infrastructure Group, LLC**	**Javier Hinojosa Engineering**
Evaluator# 1	98	97	95
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-55706 **Purchasing Department** **20. C. 2.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to contract#C-15-424-01-19 [Article 14] between HC-Pct. #2 and Cruz-Hogan Consultant, Inc. (Article 14), a request for approval by engineer to permit the subcontracting of Robles & Associates Land Surveyor, LLC in connection with Work Authorization No. 1 for the Pct 2 Plena Vista Subdivision Road and Drainage Improvements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Sub-Contracting Notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 04:47 PM
Budget & Management	Veronica Ortiz	08/05/2016 04:48 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Rocio Villarreal Started On: 08/04/2016 10:06 AM

Final Approval Date: 08/05/2016

CRUZ-HOGAN Consultants, Inc.
ENGINEERS | PLANNERS | CONSULTANTS
Harlingen | McAllen
TBPE Firm Reg No. F-4860

March 10, 2016

Hon. Eduardo "Eddie" Cantu
Hidalgo County Precinct No.2 Commissioner
300 West Hall Acres
Pharr, Texas 78589

RE: **Subcontracting Notice for**
Plena Vista Subdivision Road and Drainage Improvements
Contract No. C-15-424-01-19

Dear Commissioner Cantu,

We like to notify you of the subcontractor will be using for the above referenced project under Work Authorization No.1. This subcontractor will be performing surveying services for this project.

Subcontractor:

Mr. Rey Robles, RPLS
Robles & Associates Land Surveyor
107 West Huisache St
Weslaco, TX 78596
Phone: (956) 968-2422

Please coordinate with your purchasing department for Hidalgo County Commissioner's Court approval of this notification.

If you have any questions please feel free to contact me at (956) 682-5022.

Sincerely,

Ronnie Cruz, P.E., CFM

605 E. Violet, Suite 1 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
www.cruzhogan.net

AI-55670 **Purchasing Department** **20. C. 3.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $124,484.50) as submitted by project engineer, L&G Consulting Engineers, to provide general engineering consultant services for Pct 2 Dicker Road Project, through Contract# C-16-171-04-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1315-431-00-122-062-0-721

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

BUDGETARY IMPACT:

Funding pending approval of AI#55719 & 55720 CC 8/9/16.

Attachments

WA1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/04/2016 05:44 PM
Budget & Management	Veronica Ortiz	08/05/2016 11:06 AM
Glinda Pacheco	Glinda Pacheco	08/05/2016 02:20 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Erika Zamora		Started On: 08/02/2016 05:58 PM
Final Approval Date: 08/05/2016		

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-16-171-04-12

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, **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 General Engineering Consultant services for Dicker Road within Hidalgo County Precinct 2.

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 $124,484.50.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 4 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 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.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION I - 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: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Work Authorization No. 1 – Dicker Road General Engineering Consultant

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 – FEASIBILITY STUDIES

(Function Code 102)

Services Provided By: ENGINEER	COUNTY	
YES	NO	Preliminary Design Values *The Engineer will review all design criteria used by the Design Engineer of Record*
NO	YES	Preliminary Route Locations on Uncontrolled Mapping
NO	YES	Uncontrolled Mapping (w/Contours & GIS Info)
NO	YES	Preliminary Traffic Evaluations & Trends
YES	NO	Preliminary Hydrologic Map *The Engineer will REVIEW the Hydrologic Map for the Projects.*
YES	NO	Preliminary ROW Requirements *The Engineer will research the existing ROW to identify if any of the utilities in conflict are compensable.*
YES	NO	Preliminary Cost Estimates *The Engineer will REVIEW the preliminary construction cost estimates done of the Project.*
NO	YES	Preliminary Environmental Analysis (for fatal flaws)
YES	NO	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing estimated local costs vs. total project costs for the Projects.*
YES	NO	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's design engineer of record on all Project related items.*

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
N/A	N/A	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
N/A	N/A	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
N/A	N/A	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
N/A	N/A	(1) Mechanically Stabilized Earth
N/A	N/A	(2) Concrete Block Wall Systems
N/A	N/A	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
N/A	N/A	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
N/A	N/A	e. ~~Foundation Studies (Show cost estimate with Function Code 110)~~ - **OMITTED**
N/A	N/A	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
N/A	N/A	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
N/A	N/A	g. Estimate
N/A	N/A	h. Summary of Quantities
N/A	N/A	i. Typical X-section.
N/A	N/A	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT B

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. Traffic Control Plan, Detours and Sequence of Construction **(REVIEW ONLY)**

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

		3. Illumination
N/A	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout

(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
   (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
   (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
   (e) Tentative ROW limits
   (f) Direction of traffic flow on all roadways
   (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES	NO	b. Final Roadway Illumination and Electrical Circuit Layouts **(REVIEW ONLY)**

(1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.
(2) Center line with station numbering.
(3) ROW lines.
(4) Symbol legend. Use department standard symbols for lighting and electrical.
(5) Culverts and other structures that present a hazard to traffic.
(6) Location of underground utilities, if not shown on plan profile.
(7) Location of overhead electrical lines, both crossing and parallel to ROW.
(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
(9) Existing service poles, electrical circuits, ground boxes, etc.
(10) Contact electric utility for service pole locations, voltage characteristics.
(11) Location of proposed sign lighting circuits and roadway illumination.
(12) Proposed electrical circuits.
(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT B

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY		
		3.	Illumination *(continued)*
N/A	N/A		c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4.	Miscellaneous Drafting/Standards **(REVIEW ONLY)**
YES	NO		a. Erosion Control
N/A	N/A		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities **(REVIEW ONLY)**
YES	NO	6.	Special Utility Details (Irrigation lines) **(REVIEW ONLY)**
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
N/A	N/A		(a) New O.S.B. structure(s)
N/A	N/A		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
N/A	N/A		(2) High Mast Illumination Poles (HMIP)
N/A	N/A		(3) Traffic Signal Supports
N/A	N/A		(4) Conventional Illumination Poles
N/A	N/A		(5) Sound Barrier Walls
N/A	N/A		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
N/A	N/A		c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements **(REVIEW ONLY)**
YES	NO		a. Utility Agreements
YES	NO		b. Exhibits for Utility Agreements
N/A	N/A		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
N/A	N/A		e. Traffic Signal Agreements
N/A	N/A		f. Exhibits for Traffic Signal Agreements
YES	N/A	9.	Estimate **(REVIEW ONLY)**
YES	N/A	10.	Specifications and General Notes **(REVIEW ONLY)**

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:		
ENGINEER	COUNTY	
YES	NO	**CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering and support services for the local letting 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 specifications and contract documents for the PROJECT to be locally let.

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 the construction contract.

3) The ENGINEER will coordinate with TxDOT all LGPP activities necessary for a local letting of the project.

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (REVIEW ONLY)

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

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX B - PLAN PREPARATION PROCEDURES (REVIEW ONLY)

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.

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued) (REVIEW ONLY)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX C - GENERAL PLAN CHECKLIST (REVIEW ONLY)

Services Provided By: ENGINEER	COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX C - GENERAL PLAN CHECKLIST *(continued) (REVIEW ONLY)*

Services Provided By: ENGINEER	COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb 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

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX C - GENERAL PLAN CHECKLIST *(continued) (REVIEW ONLY)*

Services Provided By: ENGINEER	COUNTY	Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

EXHIBIT "C"
PROJECT SCHEDULE
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

WA #1 - Dicker Road

General Engineering Consultant Services	2016											
TASK AND DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
General Engineering Consultant												
PS&E Review & QA/QC									■	■	■	■
ROW/Utility Compensability Research									■	■		
Coordination with TxDOT & HCMPO (AFA, Funding, Local Letting, etc.)									■	■		
Meetings & Coordination									■	■	■	■

■ L&G Engineering

EXHIBIT D
FEE PROPOSAL
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
WA#1 - Dicker Road Project

	Dicker Road (General Engineering Consultant Services)	MANHOURS							Total Line Item Cost
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist/ Specialist	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	
	CONTRACT RATE (FY 2016)	**217.74**	**180.41**	**133.76**	**152.42**	**99.54**	**62.21**		
1	PS&E Review, Construction Cost Estimating, & QA/QC	16	40	20				76	$ 13,375.44
2	ROW/Utility Compensability Research (Utilities located within Existing ROW)			80				80	$ 10,700.80
3	Coordination with TxDOT (AFA, EDC Affidavit, local letting schedule, DBE %, etc.)	40					30	70	$ 10,575.90
4	Coordination with HCMPO (Securing add'l funding & moving project into the UTP)	20	40				10	70	$ 12,193.30
6	Development of Specifications & Contract Documents (Bid Assistance & Legal Notice	44	280	40				364	$ 65,445.76
7	Meetings & Coordination	20	40				10	70	$ 12,193.30
	Subtotal Hours	**140**	**400**	**140**	**0**	**0**	**50**	**730**	**$ 124,484.50**

Grand Total $ 124,484.50

AI-55574 **Purchasing Department** **20. D. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Recommendation by project engineer, L & G Engineering, to **award the Base Bid** to the responsible vendor submitting the lowest and best bid meeting all specifications, to **L & G Construction Co.,** of Mercedes, TX in the amount of **$3,128,120.40** for project (Base Bid)-"Hidalgo County Precinct #3 - La Joya Watershed Improvements-South Detention Basin;

B. Recommendation by project engineer, L & G Engineering, to **award the Base Bid and Alt. #1 and #2** to the responsible vendor submitting the lowest and best bid meeting all specifications, to **L & G Construction Co.,** of Mercedes, TX in the total amount of **$4,645,975.00** for project (Base Bid)-"Hidalgo County Precinct #3 - La Joya Watershed Improvements-South Detention Basin.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-123-117-0-723

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

BUDGETARY IMPACT:

FISCAL YEAR: 2016 **ACCT. #:** 6-1347-431-00-123-117-0-723

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

BUDGETARY IMPACT:

Attachments

L&G Engineering Recommendation Letter with Bid Tab

LJ Watershed-Participation Log

BID_TAB_LAJOYA_WATERSHED

Account's Information

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 02:19 PM
Budget & Management	Veronica Ortiz	08/05/2016 02:22 PM

Martha Salazar	Marty Salazar	08/05/2016 04:38 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Yolanda Velasquez Started On: 07/25/2016 02:40 PM

Final Approval Date: 08/05/2016

L&G Engineering
Transportation Consultants

June 8, 2016

Honorable Joe M. Flores
Hidalgo County Commissioner Pct. No. 3
Attention: **Ms. Norma Ceballos**
724 North Breyfogle , P.O. Box 607
Mission, Texas 78572

RE: La Joya Watershed Improvements – Official Bid Amounts
South Detention Basin within Property ID 689895
Bid No. 2016-161-06-01-YZV

Honorable Joe M. Flores,

We have tabulated the official bid amounts for the three responsive bidders and analyzed the bids in accordance with Article 2.11, *"Tabulating Bids"* of TxDOT's Standard Specifications. The official bid amounts, which are summarized below, ranged from 10% to 116% above the engineer's estimate and match the total bid amounts on their respective proposals.

La Joya Watershed Improvements – South Detention Basin Official Base Bid Amounts			
Engineer's Estimate		***$ 2,838,874.04***	***Percent Difference***
Bidder #1	***L&G Construction Co.***	***$ 3,128,120.40***	***+ 10.19%***
Bidder #2	***Earth Works Enterprise***	***$ 3,448,469.50***	***+ 21.5%***
Bidder #3	***Texas Cordia Construction, LLC.***	***$ 6,126,157.50***	***+ 115.8%***

We found no indication of any mathematical or material unbalancing. Two typo errors were found in the base bid proposal sheets for Bidder #2 and Bidder #3; however, this did not affect the accuracy of the total base bid amounts. We recommend that the low bidder, L&G Construction, be awarded the contract. Attached please find a copy of the bid tabulation spreadsheets. A discussion of our bid analysis follows:

Unbalanced Bid Analysis (http://www.fhwa.dot.gov/programadmin/contracts/051688.cfm)
The FHWA policy on analysis of contract bids is found in FHPM 6-4-1-6, paragraph 11.c. It requires the evaluation of the unit bid prices for reasonable conformance with the engineer's estimate; however, FHWA provides no specific parameters, such as amount or percent of variance from the engineer's estimate, which constitute an unbalanced bid.

1. ***Significant Bid Items***
An individual item will be considered significant to the contract if a bidder has an item included in the proposal where the difference between the total cost of the item and the total bid amount, expressed as a percent of the total bid amount, is greater than or less than 0.25%.

2. ***Significantly Unbalanced Items***

An item will be considered significantly unbalanced if the difference between the low bidder's unit price and the estimated bid price, expressed as a percent of the estimated bid price, is greater than +50% or is less than -75%.

After performing the bid analysis six items, in the low bidder's proposal, were found to be both significant bid items and significantly unbalanced from the engineer's estimate. However, further analysis shows that these items are within 1.2 standard deviations from the average of the three bids received and we feel this is within acceptable limits.

If you have any questions or comments, you can reach me or Arnold Cortez, P.E. at 956-585-1909.

Sincerely,

Jorge A. Madrigal, P.E.
Project Manager

ATTACHMENTS: Bid Analysis Spread Sheets

cc: Ms. Yolanda Velasquez, Buyer III, Hidalgo County Purchasing Dept.

L&G Engineering

Transportation Consultants

Bid Tabulation

La Joya Watershed, Hidalgo County
Bid No. 2016-161-06-01-YZV
CSJ:
From , To
BidTabulation

						Engineer's Estimate		Bidder #1 L&G Construction		Bidder #2 Earthworks		Bidder #3 Texas CORDIA	
						$ 2,838,874.04		Bid Total $ 3,128,120.40		Bid Total $ 3,448,469.50		Bid Total $ 6,126,157.50	
								Min Bid Bond $ 156,406.02		Min Bid Bond $ 172,423.48		Min Bid Bond $ 306,307.88	
								Min DBE Part $ 250,249.63		Min DBE Part $ 275,877.56		Min DBE Part $ 490,092.60	
Item	Code	ALT	Description	Unit	Est. Qty.	Price	Cost	Price	Cost	Price	Cost	Price	Cost
110	6002		EXCAVATION (CHANNEL)	CY	724,874.00	$ 2.50	$ 1,812,185.00	$ 2.60	$ 1,884,672.40	$ 3.75	$ 2,718,277.50	$ 6.75	$ 4,892,899.50
132	6008		EMBANKMENT (FINAL) (DENS CONT) (TY D)	CY	27,712.00	$ 3.00	$ 83,136.00	$ 6.00	$ 166,272.00	$ 2.00	$ 55,424.00	$ 14.75	$ 408,752.00
164	6040		DRILL SEEDING (PERM) (URBAN) (CLAY)	AC	14.00	$ 1,399.48	$ 19,592.72	$ 750.00	$ 10,500.00	$ 2,200.00	$ 30,800.00	$ 1,100.00	$ 15,400.00
168	6001		VEGETATIVE WATERING	MG	713.00	$ 17.81	$ 12,698.53	$ 60.00	$ 42,780.00	$ 10.00	$ 7,130.00	$ 15.00	$ 10,695.00
400	6010		STRUCT EXCAV (SPECIAL)	CY	389.00	$ 41.30	$ 16,065.70	$ 62.00	$ 24,118.00	$ 25.00	$ 9,725.00	$ 36.00	$ 14,004.00
400	6011		SAND BACKFILL	CY	1,317.00	$ 18.20	$ 23,969.40	$ 21.00	$ 27,657.00	$ 12.00	$ 15,804.00	$ 15.00	$ 19,755.00
402	6001		TRENCH EXCAVATION PROTECTION	CY	978.00	$ 2.91	$ 2,845.98	$ 16.00	$ 15,648.00	$ 15.00	$ 14,670.00	$ 3.00	$ 2,934.00
432	6002		RIPRAP (CONC) (5 IN)	CY	27.00	$ 544.87	$ 14,711.49	$ 350.00	$ 9,450.00	$ 350.00	$ 9,450.00	$ 290.00	$ 7,830.00
432	6016		RIPRAP (STONE TY R)(DRY)(12IN)	CY	1,199.00	$ 129.80	$ 155,630.20	$ 130.00	$ 155,870.00	$ 25.00	$ 29,975.00	$ 86.00	$ 103,114.00
462	6021		CONC BOX CULV (8 FT X 6 FT)	LF	470.00	$ 485.00	$ 227,950.00	$ 706.00	$ 331,820.00	$ 580.00	$ 272,600.00	$ 633.00	$ 297,510.00
464	6010		RC PIPE (CL III)(48 IN)	LF	418.00	$ 170.29	$ 71,181.22	$ 209.00	$ 87,362.00	$ 125.00	$ 52,250.00	$ 160.00	$ 66,880.00
464	6003		RC PIPE (CL III) (18 IN)	LF	130.00	$ 38.00	$ 4,940.00	$ 115.00	$ 14,950.00	$ 28.00	$ 3,640.00	$ 44.00	$ 5,720.00
466	6011		HEADWALL (CH-FW-0)(DIA 48 IN)	EA	1.00	$ 9,133.00	$ 9,133.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 7,000.00	$ 7,000.00
466	6210		WINGWALL (SW-0)(HW 7 FT)	EA	2.00	$ 8,600.00	$ 17,200.00	$ 2,500.00	$ 5,000.00	$ 3,500.00	$ 7,000.00	$ 7,000.00	$ 14,000.00
467	6362		SET (TY II) (18 IN) (RCP) (6:1) (C)	EA	2.00	$ 900.00	$ 1,800.00	$ 2,000.00	$ 4,000.00	$ 900.00	$ 1,800.00	$ 700.00	$ 1,400.00
476	6089		JACK BOR TUN BOX CULV (8 FT X 6 FT)	LF	112.00	$ 2,835.00	$ 317,520.00	$ 2,610.00	$ 292,320.00	$ 1,500.00	$ 168,000.00	$ 2,000.00	$ 224,000.00
506	6003		ROCK FILTER DAMS (INSTALL) (TY 3)	LF	186.00	$ 32.84	$ 6,108.24	$ 150.00	$ 27,900.00	$ 100.00	$ 18,600.00	$ 40.00	$ 7,440.00
506	6021		CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	78.00	$ 27.78	$ 2,166.84	$ 32.00	$ 2,496.00	$ 50.00	$ 3,900.00	$ 16.00	$ 1,248.00
506	6024		CONSTRUCTION EXITS (REMOVE)	SY	78.00	$ 9.09	$ 709.02	$ 10.00	$ 780.00	$ 13.00	$ 1,014.00	$ 7.00	$ 546.00
506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	8,250.00	$ 2.58	$ 21,285.00	$ 1.50	$ 12,375.00	$ 2.50	$ 20,625.00	$ 2.00	$ 16,500.00
506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	8,250.00	$ 2.17	$ 17,902.50	$ 1.00	$ 8,250.00	$ 0.50	$ 4,125.00	$ 1.00	$ 8,250.00
506	6041		BIODEG EROSN CONT LOGS (INSTL) (12")	LF	40.00	$ 3.58	$ 143.20	$ 10.00	$ 400.00	$ 4.00	$ 160.00	$ 7.00	$ 280.00

L&G Engineering

Transportation Consultants

Unbalanced Bid Analysis

La Joya Watershed, Hidalgo County
Bid No. 2016-161-06-01-YZV
CSJ:
From , To
Bid Analysis

Item	Code	ALT	Description	Unit	Est. Qty.	Bid Prices: Engineer ($)	Bidder #1 L&G Constr. ($)	Bidder #2 Earthworks ($)	Bidder #3 T_CORDIA ($)	AVG *** ($)	Item Cost: Engineer	Bidder #1 L&G Constr. 10%	Bidder #2 Earthworks 21%	Bidder #3 T_CORDIA 116%	AVG ***	Significant Bid Items (Major Bid Items in RED): Engineer	Bidder #1	Bidder #2	Bidder #3	AVG ***
											$ 2,838,874.04	$ 3,128,120.40	$ 3,448,469.50	$ 6,126,157.50	$ 4,234,249.14	(Item Cost / Total Bid > 0.25%)				
110	6002		EXCAVATION (CHANNEL)	CY	724,874.00	$ 2.50	$ 2.60	$ 3.75	$ 6.75	$ 4.37	$ 1,812,185.00	$ 1,884,672.40	$ 2,718,277.50	$ 4,892,899.50	$ 3,165,283.13	63.8%	60.2%	78.8%	79.9%	74.8%
132	6008		EMBANKMENT (FINAL) (DENS CONT) (TY D)	CY	27,712.00	$ 3.00	$ 6.00	$ 2.00	$ 14.75	$ 7.58	$ 83,136.00	$ 166,272.00	$ 55,424.00	$ 408,752.00	$ 210,149.33	2.9%	5.3%	1.6%	6.7%	5.0%
164	6040		DRILL SEEDING (PERM) (URBAN) (CLAY)	AC	14.00	$ 1,399.48	$ 750.00	$ 2,200.00	$ 1,100.00	$ 1,350.00	$ 19,592.72	$ 10,500.00	$ 30,800.00	$ 15,400.00	$ 18,900.00	0.7%	0.3%	0.9%	0.3%	0.4%
168	6001		VEGETATIVE WATERING	MG	713.00	$ 17.81	$ 60.00	$ 10.00	$ 15.00	$ 28.33	$ 12,698.53	$ 42,780.00	$ 7,130.00	$ 10,695.00	$ 20,201.67	0.4%	1.4%	-	-	0.5%
400	6010		STRUCT EXCAV (SPECIAL)	CY	389.00	$ 41.30	$ 62.00	$ 25.00	$ 36.00	$ 41.00	$ 16,065.70	$ 24,118.00	$ 9,725.00	$ 14,004.00	$ 15,949.00	0.6%	0.8%	0.3%	-	0.4%
400	6011		SAND BACKFILL	CY	1,317.00	$ 18.20	$ 21.00	$ 12.00	$ 15.00	$ 16.00	$ 23,969.40	$ 27,657.00	$ 15,804.00	$ 19,755.00	$ 21,072.00	0.8%	0.9%	0.5%	0.3%	0.5%
402	6001		TRENCH EXCAVATION PROTECTION	CY	978.00	$ 2.91	$ 16.00	$ 15.00	$ 3.00	$ 11.33	$ 2,845.98	$ 15,648.00	$ 14,670.00	$ 2,934.00	$ 11,084.00	-	0.5%	0.4%	-	0.3%
432	6002		RIPRAP (CONC) (5 IN)	CY	27.00	$ 544.87	$ 350.00	$ 350.00	$ 290.00	$ 330.00	$ 14,711.49	$ 9,450.00	$ 9,450.00	$ 7,830.00	$ 8,910.00	0.5%	0.3%	0.3%	-	-
432	6016		RIPRAP (STONE TY R)(DRY)(12IN)	CY	1,199.00	$ 129.80	$ 130.00	$ 25.00	$ 86.00	$ 80.33	$ 155,630.20	$ 155,870.00	$ 29,975.00	$ 103,114.00	$ 96,319.67	5.5%	5.0%	0.9%	1.7%	2.3%
462	6021		CONC BOX CULV (8 FT X 6 FT)	LF	470.00	$ 485.00	$ 706.00	$ 580.00	$ 633.00	$ 639.67	$ 227,950.00	$ 331,820.00	$ 272,600.00	$ 297,510.00	$ 300,643.33	8.0%	10.6%	7.9%	4.9%	7.1%
464	6010		RC PIPE (CL III)(48 IN)	LF	418.00	$ 170.29	$ 209.00	$ 125.00	$ 160.00	$ 164.67	$ 71,181.22	$ 87,362.00	$ 52,250.00	$ 66,880.00	$ 68,830.67	2.5%	2.8%	1.5%	1.1%	1.6%
464	6003		RC PIPE (CL III) (18 IN)	LF	130.00	$ 38.00	$ 115.00	$ 28.00	$ 44.00	$ 62.33	$ 4,940.00	$ 14,950.00	$ 3,640.00	$ 5,720.00	$ 8,103.33	-	0.5%	-	-	-
466	6011		HEADWALL (CH-FW-0)(DIA 48 IN)	EA	1.00	$ 9,133.00	$ 3,500.00	$ 3,500.00	$ 7,000.00	$ 4,666.67	$ 9,133.00	$ 3,500.00	$ 3,500.00	$ 7,000.00	$ 4,666.67	0.3%	-	-	-	-
466	6210		WINGWALL (SW-0)(HW 7 FT)	EA	2.00	$ 8,600.00	$ 2,500.00	$ 3,500.00	$ 7,000.00	$ 4,333.33	$ 17,200.00	$ 5,000.00	$ 7,000.00	$ 14,000.00	$ 8,666.67	0.6%	-	-	-	-
467	6362		SET (TY II) (18 IN) (RCP) (6:1) (C)	EA	2.00	$ 900.00	$ 2,000.00	$ 900.00	$ 700.00	$ 1,200.00	$ 1,800.00	$ 4,000.00	$ 1,800.00	$ 1,400.00	$ 2,400.00	-	-	-	-	-
476	6089		JACK BOR TUN BOX CULV (8 FT X 6 FT)	LF	112.00	$ 2,835.00	$ 2,610.00	$ 1,500.00	$ 2,000.00	$ 2,036.67	$ 317,520.00	$ 292,320.00	$ 168,000.00	$ 224,000.00	$ 228,106.67	11.2%	9.3%	4.9%	3.7%	5.4%
506	6003		ROCK FILTER DAMS (INSTALL) (TY 3)	LF	186.00	$ 32.84	$ 150.00	$ 100.00	$ 40.00	$ 96.67	$ 6,108.24	$ 27,900.00	$ 18,600.00	$ 7,440.00	$ 17,980.00	-	0.9%	0.5%	-	0.4%
506	6021		CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	78.00	$ 27.78	$ 32.00	$ 50.00	$ 16.00	$ 32.67	$ 2,166.84	$ 2,496.00	$ 3,900.00	$ 1,248.00	$ 2,548.00	-	-	-	-	-
506	6024		CONSTRUCTION EXITS (REMOVE)	SY	78.00	$ 9.09	$ 10.00	$ 13.00	$ 7.00	$ 10.00	$ 709.02	$ 780.00	$ 1,014.00	$ 546.00	$ 780.00	-	-	-	-	-
506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	8,250.00	$ 2.58	$ 1.50	$ 2.50	$ 2.00	$ 2.00	$ 21,285.00	$ 12,375.00	$ 20,625.00	$ 16,500.00	$ 16,500.00	0.7%	0.4%	0.6%	0.3%	0.4%
506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	8,250.00	$ 2.17	$ 1.00	$ 0.50	$ 1.00	$ 0.83	$ 17,902.50	$ 8,250.00	$ 4,125.00	$ 8,250.00	$ 6,875.00	0.6%	0.3%	-	-	-
506	6041		BIODEG EROSN CONT LOGS (INSTL) (12")	LF	40.00	$ 3.58	$ 10.00	$ 4.00	$ 7.00	$ 7.00	$ 143.20	$ 400.00	$ 160.00	$ 280.00	$ 280.00	-	-	-	-	-

L&G Engineering

Transportation Consultants

Unbalanced Bid Analysis

La Joya Watershed, Hidalgo County
Bid No. 2016-161-06-01-YZV
CSJ:
From , To
Bid Analysis

Item	Code	ALT	Description	Unit	Est. Qty.	Bid Prices: Engineer ($)	Bidder #1 L&G Constr. ($)	Bidder #2 Earthworks ($)	Bidder #3 T_CORDIA ($)	AVG *** ($)	Item Cost: Engineer	Bidder #1 L&G Constr.	Bidder #2 Earthworks	Bidder #3 T_CORDIA	AVG ***	Significantly Unbalanced from Engineer's Estimate (Item Cost Bid - Item Cost Engineer) / (Item Cost Engineer): Engineer	Bidder #1	Bidder #2	Bidder #3	AVG
												10%	21%	116%						
						$	$	$	$	$	$ 2,838,874.04	$ 3,128,120.40	$ 3,448,469.50	$ 6,126,157.50	$ 4,234,249.14					
110	6002		EXCAVATION (CHANNEL)	CY	724,874.00	$ 2.50	$ 2.60	$ 3.75	$ 6.75	$ 4.37	$ 1,812,185.00	$ 1,884,672.40	$ 2,718,277.50	$ 4,892,899.50	$ 3,165,283.13	-	-	50%	170%	75%
132	6008		EMBANKMENT (FINAL) (DENS CONT) (TY D)	CY	27,712.00	$ 3.00	$ 6.00	$ 2.00	$ 14.75	$ 7.58	$ 83,136.00	$ 166,272.00	$ 55,424.00	$ 408,752.00	$ 210,149.33	-	100%	-	392%	153%
164	6040		DRILL SEEDING (PERM) (URBAN) (CLAY)	AC	14.00	$ 1,399.48	$ 750.00	$ 2,200.00	$ 1,100.00	$ 1,350.00	$ 19,592.72	$ 10,500.00	$ 30,800.00	$ 15,400.00	$ 18,900.00	-	-	57%	-	-
168	6001		VEGETATIVE WATERING	MG	713.00	$ 17.81	$ 60.00	$ 10.00	$ 15.00	$ 28.33	$ 12,698.53	$ 42,780.00	$ 7,130.00	$ 10,695.00	$ 20,201.67	-	237%	-	-	59%
400	6010		STRUCT EXCAV (SPECIAL)	CY	389.00	$ 41.30	$ 62.00	$ 25.00	$ 36.00	$ 41.00	$ 16,065.70	$ 24,118.00	$ 9,725.00	$ 14,004.00	$ 15,949.00	-	50%	-	-	-
400	6011		SAND BACKFILL	CY	1,317.00	$ 18.20	$ 21.00	$ 12.00	$ 15.00	$ 16.00	$ 23,969.40	$ 27,657.00	$ 15,804.00	$ 19,755.00	$ 21,072.00	-	-	-	-	-
402	6001		TRENCH EXCAVATION PROTECTION	CY	978.00	$ 2.91	$ 16.00	$ 15.00	$ 3.00	$ 11.33	$ 2,845.98	$ 15,648.00	$ 14,670.00	$ 2,934.00	$ 11,084.00	-	450%	415%	-	289%
432	6002		RIPRAP (CONC) (5 IN)	CY	27.00	$ 544.87	$ 350.00	$ 350.00	$ 290.00	$ 330.00	$ 14,711.49	$ 9,450.00	$ 9,450.00	$ 7,830.00	$ 8,910.00	-	-	-	-	-
432	6016		RIPRAP (STONE TY R)(DRY)(12IN)	CY	1,199.00	$ 129.80	$ 130.00	$ 25.00	$ 86.00	$ 80.33	$ 155,630.20	$ 155,870.00	$ 29,975.00	$ 103,114.00	$ 96,319.67	-	-	-81%	-	-
462	6021		CONC BOX CULV (8 FT X 6 FT)	LF	470.00	$ 485.00	$ 706.00	$ 580.00	$ 633.00	$ 639.67	$ 227,950.00	$ 331,820.00	$ 272,600.00	$ 297,510.00	$ 300,643.33	-	-	-	-	-
464	6010		RC PIPE (CL III)(48 IN)	LF	418.00	$ 170.29	$ 209.00	$ 125.00	$ 160.00	$ 164.67	$ 71,181.22	$ 87,362.00	$ 52,250.00	$ 66,880.00	$ 68,830.67	-	-	-	-	-
464	6003		RC PIPE (CL III) (18 IN)	LF	130.00	$ 38.00	$ 115.00	$ 28.00	$ 44.00	$ 62.33	$ 4,940.00	$ 14,950.00	$ 3,640.00	$ 5,720.00	$ 8,103.33	-	203%	-	-	64%
466	6011		HEADWALL (CH-FW-0)(DIA 48 IN)	EA	1.00	$ 9,133.00	$ 3,500.00	$ 3,500.00	$ 7,000.00	$ 4,666.67	$ 9,133.00	$ 3,500.00	$ 3,500.00	$ 7,000.00	$ 4,666.67	-	-	-	-	-
466	6210		WINGWALL (SW-0)(HW 7 FT)	EA	2.00	$ 8,600.00	$ 2,500.00	$ 3,500.00	$ 7,000.00	$ 4,333.33	$ 17,200.00	$ 5,000.00	$ 7,000.00	$ 14,000.00	$ 8,666.67	-	-	-	-	-
467	6362		SET (TY II) (18 IN) (RCP) (6:1) (C)	EA	2.00	$ 900.00	$ 2,000.00	$ 900.00	$ 700.00	$ 1,200.00	$ 1,800.00	$ 4,000.00	$ 1,800.00	$ 1,400.00	$ 2,400.00	-	122%	-	-	-
476	6089		JACK BOR TUN BOX CULV (8 FT X 6 FT)	LF	112.00	$ 2,835.00	$ 2,610.00	$ 1,500.00	$ 2,000.00	$ 2,036.67	$ 317,520.00	$ 292,320.00	$ 168,000.00	$ 224,000.00	$ 228,106.67	-	-	-	-	-
506	6003		ROCK FILTER DAMS (INSTALL) (TY 3)	LF	186.00	$ 32.84	$ 150.00	$ 100.00	$ 40.00	$ 96.67	$ 6,108.24	$ 27,900.00	$ 18,600.00	$ 7,440.00	$ 17,980.00	-	357%	205%	-	194%
506	6021		CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	78.00	$ 27.78	$ 32.00	$ 50.00	$ 16.00	$ 32.67	$ 2,166.84	$ 2,496.00	$ 3,900.00	$ 1,248.00	$ 2,548.00	-	-	80%	-	-
506	6024		CONSTRUCTION EXITS (REMOVE)	SY	78.00	$ 9.09	$ 10.00	$ 13.00	$ 7.00	$ 10.00	$ 709.02	$ 780.00	$ 1,014.00	$ 546.00	$ 780.00	-	-	-	-	-
506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	8,250.00	$ 2.58	$ 1.50	$ 2.50	$ 2.00	$ 2.00	$ 21,285.00	$ 12,375.00	$ 20,625.00	$ 16,500.00	$ 16,500.00	-	-	-	-	-
506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	8,250.00	$ 2.17	$ 1.00	$ 0.50	$ 1.00	$ 0.83	$ 17,902.50	$ 8,250.00	$ 4,125.00	$ 8,250.00	$ 6,875.00	-	-	-77%	-	-
506	6041		BIODEG EROSN CONT LOGS (INSTL) (12")	LF	40.00	$ 3.58	$ 10.00	$ 4.00	$ 7.00	$ 7.00	$ 143.20	$ 400.00	$ 160.00	$ 280.00	$ 280.00	-	179%	-	96%	96%

La Joya Watershed Improvement Project
South Detention Basin
BID Packet

L&G Engineering
Transportation Consulting Engineers

Name	Company	Telephone	E-Mail
5/20/2016 – Nasario Pena	L&G Concrete	(956) 565-6334	Bids@lgconcrete.com
5/23/2016 – Ruben Flores	Texas Cordia Const.	(956) 627-6181	ruben@texascordia.com
5/23/2016 - Tony Rathbun	Heeter Construction	(304) 531-7823	tony@heeterconstruction.com
5/23/2016 – Adrian Bernal	Bernal Paving & Maintenance	(956) 565-9204	pedrobernal70@yahoo.com
5/24/2016 – Kelly Pemelton	La Feria Excavation Inc.	(956) 797-1390	pemeltonpaving@yahoo.com
5/25/2016 – Sam Bilberry	Bilberry Construction	(713) 203-3372	sam_bilberry@hotmail.com
5/25/2016 – Marco Soto	Earthworks Enterprise (2GS LLC)	(956) 424-3414	marco@2gsllc.com

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (All Funding Sources)

BID OPENING DATE: June 01,2016	BID OPENING TIME: 3:00 P.M.
DESCRIPTION OF BID: "LA JOY WATERSHED IMPROVEMENTS SOUTH DETENTION BASIN"	
BID NO: 2016-161-06-01-YZV	BUYER: Yolanda Velasquez

	NAME OF COMPANY / LOCATION	BASE BID PRICE	PHASE B ALTERNATE PRICE	PHASE C ALTERNATE PRICE	BID BOND
#1	Earth Works Enterprise 1orig 3copies	3,448,469.50	933,174.50	1,058,558 75	✓
#2	Texas Cordba Constr. 1orig. 3copies	6,126,157.50	1,651,095 50	2,055,059 25	✓
#3	L & G Construction 1orig 3copies	3,128,120 40	676,656 80	841,197 80	✓
#4					

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Re: South Detention Basin/La Joya Watershed Project

From : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us> Fri, Aug 05, 2016 01:44 PM

Subject : Re: South Detention Basin/La Joya Watershed Project

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Ms. Yolanda,

The account numbers are 6-1350-431-00-123-117-723
6-1347-431-00-123-117-0-723

Thanks.

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
Cc: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, July 28, 2016 5:21:11 PM
Subject: Re: South Detention Basin/La Joya Watershed Project

Ms. Norma:
Had an appt. today so I could not respond earlier. However, Mr. Crain has reviewed the information and spoken both to Comm. and Mr. Jacinto. I will let Ms. Yoli advise you what we need to place on the next HCCC of 08-09-16. She will contact you through e-mail tomorrow, Friday.
Thanks,
Marty

----- Original Message -----
From: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, July 28, 2016 11:32:29 AM
Subject: Re: South Detention Basin/La Joya Watershed Project

AI-55781 **Purchasing Department** **20. E. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to Professional Engineering Services for: (**On Call) "Engineering Services"** for projects located within **Hidalgo County Precinct No. 4;**

ENGINEERING FIRMS:

Totals	B2Z	Perez Consulting Engineers	Cook-Joyce, Inc.
Scores	97	96	94
Ranking			

B. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of an **"On Call"- Engineering Services** for: (on call) **"Engineering Services"** for projects located within **Hidalgo County Precinct 4**, with the No. 1 ranked firm _____ .

BACKGROUND

GRID

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

Pct 4 will identify account number upon contract approval.

Attachments

GRID-On Call-Engineering Svcs-Pct 4

CIQ-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 04:59 PM
Budget & Management	Veronica Ortiz	08/05/2016 05:00 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Letty Saenz		Started On: 08/05/2016 04:33 PM
Final Approval Date: 08/05/2016		

PROFESSIONAL ENGINEERING SERVICES

for

(ON CALL)

"ENGINEERING SERVICES"

for

projects located within

HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	B2Z	PEREZ CONSULTING ENGINEERS	COOK-JOYCE, INC.
Evaluation	97	96	94
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4 Staff

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: On Call Engineer PCT 4

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. B2Z Engineers
2. Perez Consulting Engineers
3. Cook-Joyce, Inc.
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Maria D. Lucio

Date: 8-4-16

AI-55679 **Purchasing Department** **20. F. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Letty Saenz, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to current agreement with CivicPlus [under a sole source declaration since 2010 w/Amendments 2011, 2012, etc.], acceptance and approval of the invoices [as detailed on attachment] dated 01-01-16 through 08-01-16 - $6,247.80 + $156.69 [add'l. charges] for Intrusion Detection & Prevention Services/Distributed Denial of Services required to address an urgent security Denial of Services attack to HC Webpage/Webpresence reported by CivicPlus during the first week of 2016;

B. Due to the urgent and necessary action required to resolve the Denial of Services attack, requesting approval of an "exception" to the Hidalgo County Purchasing Policies and Procedures [Articles 9.01.02(d) & 9.02.02(d) and further detailed in attached supporting documentation [e-mail from R. Ramirez to Purchasing] so as to permit the submission of a requisition for the processing of a PO [for said invoices and to include the rest of the year as well] for payment of the invoices presented in previous item from CivicPlus with authority for the County Treasurer to issue payment after the auditing procedures completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Attachments

AI-35478
email
price proposal
policies

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 04:39 PM
Budget & Management	Veronica Ortiz	08/05/2016 04:40 PM
Glinda Pacheco	Veronica Ortiz	08/05/2016 05:02 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Marty Salazar Started On: 08/03/2016 11:40 AM
Final Approval Date: 08/05/2016

APPROVED

AI-35478 **Purchasing Department** **41. A. 3.**
CC REGULAR
Meeting Date: 12/11/2012
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to amend the Sole Source Declaration (previously approved by CC on 10/04/11-AI#28794) with Icon Enterprises d/b/a CivicPlus for the purchase of any future hardware, software maintenance, technical support/updates/upgrades/licenses and any other pertinent related services through the life term of the equipment/software/hardware/maintenance/support services in place; and

b. Approval to pay the annual support/maintenance/hosting renewal fees in the amount of $14,175.00 as stated below including the signing of required documents by County Judge or Court Member.

November and December Billing amount: $2,362.50 thru Requisition #225072.
January-October Billing amount: $11,812.50 will be thru the 2013 Adopted Budget thus allowing IT Department to submit a requisition at that time for this amount.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

For the January-October billing amount of $11,812.50 will be thru the 2013 Adopted Budget appropriated amount which has $300,000.00.

November-December billing amount of $2,362.50: 2-1100-415-00-200-002-0-336.

Attachments

REQUISITION
ANNUAL SUPPORT INFORMATION
PRIOR AGENDA INFORMATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2012 04:41 PM
Budget & Management	Merlen P. Munoz	12/07/2012 09:52 AM
Purchasing Department	Marty Salazar	12/06/2012 04:41 PM
Budget & Management	Merlen P. Munoz	12/07/2012 09:52 AM

Organization	Hidalgo County			URL	http://www.co.hidalgo.tx.us/
Street Address	2812 S. Business Hwy. 281				
Address 2					
City	Edinburg	State	TX	Postal Code	78539

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	Karina Cardoza, 956-343-0011
Emergency Contact & Mobile Phone	Renan Ramirez, 956-457-0792
Emergency Contact & Mobile Phone	Michelle Villarreal, 956-640-9875

Billing Contact	Renan Ramirez			E-Mail	Renan.ramirez@co.hidalgo.tx.us
Phone	956-292-7010	Ext.		Fax	956-318-2152
Billing Address	P.O. Box 207				
Address 2					
City	Edinburg	ST	TX	Postal Code	78540
Tax ID #	74-6000717			Sales Tax Exempt #	
Billing Terms	Semi-Annual			Account Rep	Carrie Broeckelmann
Info Required on Invoice (PO or Job #)					

Contract Contact	Karina Cardoza			Email	Karina.cardoza@co.hidalgo.tx.us
Phone	956-292-7026	Ext.		Fax	956-318-2152
Project Contact	Karina Cardoza			Email	Karina.cardoza@co.hidalgo.tx.us
Phone	956-292-7026	Ext.		Fax	956-318-2152

Terms & Conditions

Billing & Payment Terms

1. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
2. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date.
3. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
4. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content and Content Management System (CMS) Software. Client agrees to pay $250 per completed request. Provided the Client's account is current, upon termination of services client may request a complimentary electronic copy of website Customer Content and CMS Software.

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Toll Free 888-228-2233 • Accounting Ext. 215 • Support Ext. 307 • Fax 785-587-8951

Agreement Renewal

5. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
6. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
7. In the event of early termination of this Agreement by the client, full payment of the remainder of the contract is due within 15 days of termination.
8. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum.

Support

9. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
10. Support includes providing technical support of the CivicPlus Content Management Software, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
11. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the Software and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
12. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

--Remainder of this page left intentionally blank--

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Toll Free 888-228-2233 • Accounting Ext. 215 • Support Ext. 307 • Fax 785-587-8951

Annual Support, Maintenance and Hosting Fee

Current Annual Support, Maintenance and Hosting Fee Server Storage not to exceed 20GB Media Center Storage not to exceed 10GB	$13,500
Annual Increase	$675
Pay this Amount (Paid Semi-Annual in January and November)	**Jan-Oct $11,812.50** + **Nov-Dec $2,362.50** = **$14,175**

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7-7 (CST) Mon-Fri (excluding holidays)	Install Service Patches for OS	Shared Web/SQL Server
24/7 Emergency Support	Upgrades	DNS Consulting & Maintenance
Dedicated Support Personnel	Fixes	Monitor Bandwidth-Router Traffic
2-hour Response during Normal Hours	Improvements	Redundant ISP
Usability Improvements	Integration	Redundant Cooling
Integration New & Upgraded Services	Testing	Natural Gas Powered Generator
Proactive Support for Updates & Fixes	Development	Daily Tape Backup
Online Training Manuals	Usage License	Intrusion Detection & Prevention
Monthly Newsletters		Antivirus Protection
Phone Consulting		Upgrade Hardware
CivicPlus Connection		

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Ramon Hinojosa — Hidalgo County — Date: 2-20-13

CivicPlus — Date: 2-25-13

Sign and E-mail or Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager E-mail: SalesCoordinators@CivicPlus.com Fax: 785-587-8951	CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

Approved by Commissioners' Court on 12/11/12

A. **Hidalgo County**

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 18.A.1 & 2.a, b & c.

3. AI-35478 a. Acceptance and approval to amend the Sole Source Declaration (previously approved by CC on 10/04/11-AI#28794) with Icon Enterprises d/b/a CivicPlus for the purchase of any future hardware, software maintenance, technical support/updates/upgrades/licenses and any other pertinent related services through the life term of the equipment/software /hardware/maintenance/support services in place; and

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 JOEL QUINTANILLA, , the Court made a UNANIMOUS vote of approval.
Vote: 3 - 0

b. Approval to pay the annual support/maintenance/hosting renewal fees in the amount of $14,175.00 as stated below including the signing of required documents by County Judge or Court Member.

November and December Billing amount: $2,362.50 thru Requisition #225072.
January-October Billing amount: $11,812.50 will be thru the 2013 Adopted Budget thus allowing IT Department to submit a requisition at that time for this amount.

On motion byCOMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded byCOMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0

4. AI-35640 Acceptance and approval to substitute the current Exhibit B for Contract #C-12-226-11-06 between Hidalgo County and Paul Vazaldua, Jr., dba, Vazaldua & Associates with a revised Exhibit B-(Proposal Fees for Services with Monthly Workplans) due to delay in full execution of agrement.

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 JOEL QUINTANILLA , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 11th day of December, 2012

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on December 11, 2012.

Signed this 14th day of December 2012

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Priscilla Torres, Deputy

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AI-28794 **21. A. 4.**
CC REGULAR
Meeting Date: 10/04/2011
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024(a)(7)(A)"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Support and Maintenance Agreement" for the Hosting and Government Content Management System of Hidalgo County's Website with Icon Enterprises, d/b/a CivicPlus;

b. Approval of a "Sole Source Declaration" for Icon Enterprises, d/b/a CivicPlus with authority to enter into an annual support and maintenance agreement in the amount not to exceed **$13,500.00**.

BACKGROUND

County previously approved sole source and agreement on 12/07/2010 for the term ending October 31, 2011 in the amount of $12,600.00.

A requisition for the amount of $13,500.00 will be issued before current term expires.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$23,037.80 available funds as of 09/30/11.

Attachments

Sole Source Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 04:32 PM
Budget & Management	Merlen P. Munoz	09/29/2011 08:07 AM
Auditor's Office	Arcilia Duran	09/30/2011 02:16 PM
Martha Salazar	agarcia	09/30/2011 03:29 PM
Form Started By: Vangie Garcia		Started On: 09/23/2011 04:47 PM
Final Approval Date: 09/30/2011		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: October 4, 2011

RE: "Sole Source Declaration" – Support and Maintenance With Icon Enterprises dba CivicPlus

---

In 2007, Hidalgo County acquired the Website Development Designer Project with Icon Enterprises dba CivicPlus for the creation of Hidalgo County's Official Website. The website was created to effectively provide anyone viewing, a robust site that is easy to navigate and find the desired content as well as providing Hidalgo County Departments with a secure and easy method of maintaining frequently updated portions of their data via user friendly administration consoles.

The frequent updates to the site have been completed in-house by Hidalgo County via an easy to use "Content Management System" which includes the maintenance and support of the "Hosting and Contents Management System" by Icon Enterprises dba CivicPlus.

Furthermore, Hidalgo County Commissioners Court back on December 7, 2010, approved the exemption request under the Texas Local Government Code, 262.024(a)(7)(A) "Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Support and Maintenance" for the Hosting and Government Content Management System of Hidalgo County's Website Icon Enterprises, d/b/a CivicPlus.

In addition, approved the "Sole Source Declaration" for Icon Enterprises d/b/a CivicPlus" with the authority to enter into an annual support and maintenance agreement.

The annual support is due to expire on October 31, 2011 and Hidalgo County still requires the continuation of the support and maintenance services which are proprietary components (Hosting And Contents Management System) of Icon Enterprises dba CivicPlus. Therefore, Hidalgo County requires the continued renewal of the support and maintenance with Icon Enterprises dba CivicPlus for this coming fiscal year.

Zimbra **martha.salazar@co.hidalgo.tx.us**

Fwd: Website DOS attack prevention services, synopsis.

From : Renan Ramirez <renan.ramirez@co.hidalgo.tx.us> Wed, Aug 03, 201
Subject : Fwd: Website DOS attack prevention services, synopsis. 2 a
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

MArty,

Please see attached!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>, "Lisa Houston" <houston@civicplus.com>
Sent: Thursday, July 21, 2016 1:52:49 PM
Subject: Website DOS attack prevention services, synopsis.

Marty,

As per our conversation this week, these are the events that led to us requesting the DOS s through CivicPlus.

The week after the New Year holidays we were informed by our website hosting vendor, Civ that our website was under a Denial of Service attack. Civic Plus suggest we allow them to p under the DDOS protection services, to which I agreed. My sole priority at that point in time prevent the County website from being taken down. I take full responsibility for not realizing impact on invoicing and procurement this would result in.

I am requesting your assistance in getting these services procured and paid for, please let m if this is enough of a synopsis.

I have attached a snap shot of the email from earlier this year from Jim Flynn from Civic Plu

RE: Follow up January 7, 2(

From: Jim Flynn
To: Alaina Coffee
Cc: Renan Ramirez Kayla Maldonado
Tags: website hack ×

Good morning, sorry for the delay on this.

Starting around 7:23 AM on 12/27/15, an attack targeting your IP address began. This attack was about 10Gb was a combination DNS and NTP Reflection attacks. Attacks continued throughout the morning, and adapted techniques.

At about 5:50 AM on 12/31/15, an attack targeting your IP address returned. This attack was approximately 9 DDoS attack. Around 8:30, a very large attack of about 80Gps targeted your site. This was also a combinatior NTP Reflection, Application Layer attacks, and so on. At this point, we blocked all traffic to the site got setup I our advanced security package and the production URL has stayed online.

My understanding is that there is work to be done to get your primary domain setup. Let us know if we can b assistance.

Let us know if you have any additional questions.

Thanks

Jim Flynn, CivicPlus

Thank you!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>
Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Sent: Wednesday, July 6, 2016 3:17:16 PM
Subject: Re: Message from "RNP002673841C48"

Ms. Edna [SIC]:
What part of the contract applies to these charges? Do you know?
Marty

From: "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>
To: "martha salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Sent: Wednesday, July 6, 2016 3:09:27 PM
Subject: FW: Message from "RNP002673841C48"

Marty,

I have attached the bills as of January to June 2016 along with the Discrepancy Letter from the Auditors.

Regards,

Edna Kirby

edna.kirby@co.hidalgo.tx.us <mailto:medna.kirby@co.hidalgo.tx.us>

Administrative Assistant II

100 E Cano 4th Floor

Edinburg, Texas 78539

p. 956.292.7010 Ext. 6017

f. 956.318.2152

Hidalgo County, Texas <http://www.co.hidalgo.tx.us/>

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, July 06, 2016 2:02 PM
To: Renan Ramirez <renan.ramirez@co.hidalgo.tx.us>; Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Cc: Edna Kirby (edna.kirby@co.hidalgo.tx.us) <edna.kirby@co.hidalgo.tx.us>
Subject: Re: Icon Enterprises Inc DBA CivicPlus: Statement As of 7/6/2016

Renan:
To get this done quickly, can you point out the provision that would cover this item? Is this the first invoice? If so and if you can point out the provision, I can allow the submission of the requisition with the back up showing the awarded provision. Let me know asap.
Thanks,
Marty

----- Original Message -----
From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Edna Kirby (edna.kirby@co.hidalgo.tx.us)" <edna.kirby@co.hidalgo.tx.us>
Sent: Wednesday, July 6, 2016 11:20:07 AM
Subject: Fwd: Icon Enterprises Inc DBA CivicPlus: Statement As of 7/6/2016

Marty,

We need to get the attached paid. This is an additional service that should be covered under the current Civic Plus contract, but we did not get PO at the time.

This service is an additional layer of security on the County web site to protect against hacking. At that time our page was under attack and we opted for the service.

I need your assistance in placing this item as a claim.

Thank you!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

854904.9950000001
79 KB

Quotation_8539_1468853667992.pdf
32 KB

CIVICPLUS
HELPING COMMUNITIES ENGAGE & INTERACT

Remit to:
302 S 4th St. Suite 500
Manhattan, KS 66502
P 888-228-2233
F 785-587-8951

Quote

Quote # 8539
Date 12/31/2015
Expires 1/30/2016

Bill To
Hidalgo County
PO Box 207
Edinburg TX 78540

This quote does not initiate action by CivicPlus until the appropriate approvals have been received.

Project	Item	Qty	Description	Rate	Tax Rate	Amount
	Post Contract-DDOS Advanced Security Coverage Setup Fee	1	DDOS Setup Fee	2,500.00		2,500.00
	Post Contract-DDOS Advanced Security Coverage Annual Fee	1	DDOS Monthly Fee	400.00		400.00

Total $2,900.00

HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

Effective as of Aug 8, 1995

8.04.02. Information obtained from the prospective vendor *must* include the name, address and telephone/telecopier numbers of the vendor, the total or unit price, as specified, the date through which the quoted price will be effective, the name of the representative providing the quote, and the specific (i.e... name brand and model number) product offered. For written quotations, this information must be included on the face of the written proposal.

8.05. **Selection of Vendor.** In selecting the most responsible vendor, the Purchasing Agent will consider such matters as price (all other factors being equal, the lowest price should always be taken), relative quality of good or service (if more than one vendor can deliver at an acceptable price, the relative quality should be considered), reliability of vendor (based on actual, documented experience of purchasing agent, not on intuition or rumor), ability to service items purchased, other relevant factors as determined by the Purchasing Agent.

IX. Emergency and Sole Source Purchases, Other Exempt Purchases

9.01. **Emergency Defined, Procedures.**

9.01.01. Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a)(1), (2) & (3) and are not utilized at all, except:

a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;

b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or

c. To purchase an item necessary because of unforeseen damage to public property.

9.01.02. The following procedures *must* be followed for Priority One purchases:

a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedure 9.01.01, or in Tex. Loc. Govt. Code § 262.024.

b. Designation. The designation of *Priority One* indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.

c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:

i. The using department will notify the purchasing office by telephone immediately, with as much information as

possible about the emergency purchase required, so that the purchasing action can be initiated immediately.

ii. Simultaneously, a purchasing requisition is prepared and hand carried through the normal channels.

iii. The Purchasing Department or using department head contacts as many vendors as are necessary to arrange the emergency purchase. If time permits, the PO is completed in accordance with Procedure 6.04.06. Otherwise, the purchase is completed by telephone, and the PO is completed after the fact and delivered to the vendor.

iv. The buyer requests expedited delivery, and if not available, the using department or Purchasing arranges to pick up the emergency purchase form the vendor.

d. Evenings, Weekends and Holidays. For other than normal working hours, when purchasing support is unavailable, emergency purchases shall be processed as follows:

i. The responsible official of the using department takes whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency situation. If possible, only those goods or services needed during the evening, weekend or holiday are procured.

ii. On the first working day following the emergency, the responsible official prepares a requisition and hand-carries it to the purchasing office, as described in Procedure 9.01.02(d)(ii), above, attaching the invoices, bills for materials, receipts or other documents related to the purchase.

e. Certification. The official in charge of the using department must certify in writing on the next business day, or as soon thereafter as possible, that the purchase involved was necessary because of one of the reasons listed in Procedure 9.01.01.

f. Commissioners Court Approval. If a competitive bid would normally have been required under Article VII hereof to accomplish the purchase, the Commissioners Court must, by order, accept the certification of the official and enter it into the minutes of the Commissioners Court at its next meeting, together with authorization of the exception from the requirements of Article VII.

9.02. **Sole Source Defined, Procedures.**

9.02.01. An purchase qualifies as a "Sole Source" purchase when the item or service requested can only be obtained from one source, including:

a. items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

b. films, manuscripts or books;

c. electric power, gas or other utility services;

d. captive replacement parts or components for equipment.

9.02.02. Sole Source purchases are handled the same as other purchases, with these exceptions:

a. If the requesting department determines that the item is a Sole Source item, a statement must be attached to the Form HCPD-01 stating that a sufficient number of vendors have been contacted to determine that only one practical source of supply exists, or stating other reasons why only one source of supply exists. The Requisition is otherwise completed in the normal manner.

b. If the Purchasing Department concurs that the item is a Sole Source purchase, a similar statement must also be attached to the requisition. If the Purchasing Department does not concur, the requisition is to be returned to the requesting department with an explanation of the reasons therefor.

c. For Sole Source purchases in amounts which otherwise require competitive bidding under Article VII hereof, the Purchasing Agent shall tender to the Commissioners Court a signed statement stating the reasons that the item is a Sole Source purchase. If the Commissioners Court concurs that the item is a Sole Source purchase, it shall, by order, enter the statement into its minutes, and grant an exception from the requirements of Article VII.

d. Purchases of items described in Procedure 9.02.01(d) are hereby deemed Sole Source, and are exempted from the requirements of these Procedures.

e. After the Requisition is approved, a PO is prepared in accordance with Procedure 6.04.06.

9.03. **Other Exempt Purchases.** In addition to emergency and Sole Source purchases, the following purchases may be exempted from the procedures outlined in Article VII, and the procedures outlined in Article VIII, provided that, for purchases falling under Article VII, and order of the Commissioners Court is entered authorizing the exception, and for purchases falling under Article VIII, the Purchasing Agent approves the exception in writing:

AI-55718 **Purchasing Department** **20. G. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase Influenza Vaccines thru our membership participation with TPASS under contract #269-M2 in the amount of $78,601.90 thru requisition #302956 for the Hidalgo County Health Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-059-0-610

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

BUDGETARY IMPACT:

Funds available as of 08/5/2016.

Attachments

Sanofi Pasteur

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/04/2016 05:49 PM
Budget & Management	Veronica Ortiz	08/05/2016 11:11 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Tanya Delira		Started On: 08/04/2016 02:37 PM
Final Approval Date: 08/05/2016		

Requisition

Req # 00302956

PO #

Date: 07/27/16

Bill To: x
x

Vendor : 294004
SANOFI PASTEUR, INC.
DISCOVERY DRIVE
SWIFTWATER PA 18370-0187
FAX (800)752-9341

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CPA TPASS MANAGED CONTRACT No. 269-M2 INFLUENZA AND VACCINES		
		DO NOT DUPLICATE ORDER		
20.00	PACK	CO PRODUCT NDC#49281-0399-65 FLUZONE INFLUENZA VACCINE AGE 65 YEARS AND OLDER 0.5 ML 10 PK, HIGH DOSE SINGLE DOSE SYRINGE, NEEDLES NOT INCLUDED	368.51	7,370.20
20.00	EACH	EX FEDERAL EXCISE TAX (200 DOSES)	7.50	150.00
380.00	EACH	CO PRODUCT NDC# 49281-0416-10 FLUZONE QIV INFLUENZA VIRUS VACCINE AGES 36 MONTHS AND OLDER 0.5 ML, 10 PACK, SINGLE DOSE VIAL, NO PRESERVATIVES, NEEDLES NOT INCLUDED, NON RETURNABLE	177.37	67,400.60
380.00	EACH	EX FEDERAL EXCISE TAX (3800 DOSES)	7.50	2,850.00
5.00	PACK	CO PRODUCT NDC# 49281-0625-15 FLUZONE QIV INFLUENZA VACCINE AGES 6 MONTHS AND OLDER 5 ML, MULTI DOSE VIAL	158.72	793.60
5.00	EACH	EX FEDERAL EXCISE TAX (50 DOSES)	7.50	37.50
		Account No	Encumbrance	
		6-1293-441-00-340-059-0-610	78,601.90	
			Freight	.00
			Total	78,601.90
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Window on State Government Glenn Hegar Texas Comptroller of Public Accounts
(http://www.window.state.tx.us/)
TxSmartBuy
(http://www.txsmartbuy.com)
Contracts Reports Help (/help)

0 items

Contract Details: # 269-M2

Number	269-M2
Description	Influenza Vaccines
Category	Managed
Type	Term
Start Date	1/1/2015
End Date	12/31/2016
Purchase Category Code (Agencies Only)	PCC C
Optional Renewal Terms	January 1, 2017 through December 31, 2017 January 1, 2018 through December 31, 2018 January 1, 2019 through December 31, 2019
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
NIGP Code(s)	269-80

Ref# 302856

USER NAME PASSWORD

LOG IN

Forgot Username? Forgot Password?

Create an Account

Entity Dashboard

Entity Summary

- Entity Record
- Core Data
- Assertions
- Reps & Certs
- POCs
- Reports
- Service Contract Report
- BioPreferred Report
- Exclusions
- Active Exclusions
- Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

SANOFI PASTEUR INC.
DUNS: 086722285 CAGE Code: 7V915
Status: Active

9 DISCOVERY DR
SWIFTWATER, PA, 18370-9100,
UNITED STATES

Expiration Date: 12/06/2016
Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: SANOFI PASTEUR INC.
Business Type: Business or Organization
POC Name: tami binder
Registration Status: Active
Activation Date: 12/07/2015
Expiration Date: 12/06/2016

Exclusions

Active Exclusion Records? No

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

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:
2016-93769

Date Filed:
08/02/2016

Date Acknowledged:
08/04/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sanofi Pasteur Inc.
Swiftwater, PA 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 Health 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.
302956
vaccines

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

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:
2016-93769

Date Filed:
08/02/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sanofi Pasteur Inc.
Swiftwater, PA United States

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Hidalgo County Health 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.

302956
vaccines

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 Tami M. Binder, this the 2nd day of August, 20 16, to certify which, witness my hand and seal of office.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Janet A. Voorhees, Notary Public
Pocono Twp., Monroe County
My Commission Expires Dec. 15, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Janet A. Voorhees
Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CPA TPASS Managed Contract No. 269-M2

Influenza and Vaccines

Updated May 11, 2016

NIGP Class/Item 269-80

Item No.	Description	Contractor	Manufacturer Brand	Product NDC#	UOM	Unit Price	Doses or Syringes Per UOM	Minimum Order Quantity	Federal Excise Tax per Dose
1	**Fluzone Influenza Vaccine** **Age 65 Years and Older** 0.5 mL 10-Pack, High-Dose Single Dose Syringe Needles not Included	Sanofi Pasteur	Fluzone	49281-0399-65	PKG	$368.51	10	1	$ 0.75
2	**Fluzone® QIV Influenza Virus Vaccine** **Ages 36 Months and Older** 0.5 mL 10-Pack, Single-Dose Vial No Preservatives Needles not included Non-Returnable	Sanofi Pasteur	Fluzone QIV	49281-0416-10	PKG	$177.37	10	1	$ 0.75
3	**Fluzone QIV Influenza Virus Vaccine** **Ages 36 Months and Older** 0.5 mL 10-Pack, Single Dose Syringe No Preservatives	Sanofi Pasteur	Fluzone QIV	49281-0416-50	PKG	$172.20	10	1	$ 0.75
4	**Fluzone QIV Influenza Virus Vaccine** **Ages 6 to 35 Months** 0.25 mL 10-Pack, Pediatric Syringe No Preservatives	Sanofi Pasteur	Fluzone QIV	49281-0516-25	PKG	$224.17	10	1	$ 0.75
5	**Fluzone QIV Influenza Vaccine** **Ages 6 Months and Older** 5 mL Multi-Dose Vial	Sanofi Pasteur	Fluzone QIV	49281-0625-15	VIAL	$158.72	10	1	$ 0.75
6	**Fluzone Intradermal Quadrivalent Influenza Vaccine** Ages 18 through 64 years 10-Pack, 0.1 ml single-dose Prefilled Microinjection Systems	Sanofi Pasteur	Fluzone Intradermal Quadrivalent	49281-0710-40	PKG	$172.20	10	1	$ 0.75
7	**Flulaval® Quadrivalent, Influenza Virus Vaccine** Ages 36 Months and Older 5 mL, Multi-dose Vial	ABO Pharmaceuticals	GSK	19515-0903-11	VIAL	$148.00	10	1	$ 0.75

AI-55778 **Purchasing Department** **20. H. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Certificate of Substantial Completion" from contractor, CAS Companies, for the “Renovation to the New County Autopsy Facility" as submitted and certified by engineer, S&B Infrastructure, LTD. Project No. 2011-039-02-08-OGG

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-419-40-220-001-0-430

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

BUDGETARY IMPACT:

Funding available as of 8/5/2016.

Attachments

Substantial Completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 04:57 PM
Budget & Management	Veronica Ortiz	08/05/2016 04:58 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Rocio Villarreal		Started On: 08/05/2016 04:17 PM
Final Approval Date: 08/05/2016		

Substantial Completion Certificate

RECEIVED

JUL 29 2016

Facilities Management

CAS Companies

Contractor:
CAS Companies, LP
5402 S. Expwy 83
Harlingen, TX 78552

Distribute To:
Owner_X_ Contractor___
Architect___Field___

Project: Renovation to old Juvenile Justice for New County Autopsy Facility
Project No. 2011-039-02-08-OGG

The undersigned certifies this to the best of their knowledge. The work performed on this Contract is found to be substantially completed, with the exception(s) of the following, if any:

A list of items to be completed/corrected (if any) is attached or listed: Complete
Cost estimate of work that is incomplete or defective: $_____
The contractor will complete or correct the work on the list of items (if any) within_____ days from the above date of Substantial Completion.

CAS Companies, LP
Contractor

Kathryn Carr Bowlin
Authorized Contractor Representative

6-6-16
Date

The Owner accepts the work or designated portion as substantially complete and will assume full possession at _____(time) on _____ (date).

_____
Owner

_____
Authorized Owner Representative

_____
Date

1306 FM 1092, Ste. 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

TACLA29184C
www.caslp.com

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

AI-55640 **Purchasing Department** **20. H. 2.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rudy Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase (1) one new replacement, 150 Ton Trane Chiller for the County Courthouse [located in the basement] in the amount of $87,690.00 through our membership/participation with TASB-BuyBoard awarded vendor, Trane. Contract#458-14 [Expires 9/30/17] which includes Chiller, Electrical-Crane-Welder Service, Technician Installation Labor, All Other Services Specified in the Scope of Service, and (1) One Year - Parts & Labor Warranty.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 6 **ACCT. #:** 6-1100-419-40-220-050-0-430

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

BUDGETARY IMPACT:

Funding available as of 8/2/2016; Req#303109.

Attachments

Req#300353 Backup

HB1295

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/01/2016 12:09 PM
Budget & Management	Veronica Ortiz	08/01/2016 04:42 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Rudy Salinas		Started On: 07/29/2016 03:34 PM
Final Approval Date: 08/05/2016		

HIDALGO COUNTY QUOTE TABULATION

DATE: 7/19/2016 **REQUISITION NO:** 303109

DEPARTMENT: Facilities Mgmt-Courthouse Chiller

VENDOR NAME:		**Trane**		**Protech**		**Carrier**		
		BuyBoard 458-14		**TIPS 2042414**		**BuyBoard 458-14**		
Contact:		Tony Moncada	648-5002	Eddie Guerra	361-882-2102	Anthony Galvan	956-566-0317	
QTY	**DESCRIPTION**	**QUOTED PRICE**	**TOTAL**	**QUOTED PRICE**	**TOTAL**	**QUOTED PRICE**	**TOTAL**	
1	150 Ton Water-Cooled Chiller	$56,960.00	$56,960.00	$0.00	$0.00	$86,830.00	$86,830.00	
1	Electrical Service	$6,800.00	$6,800.00	$0.00	$0.00	$3,775.00	$3,775.00	
1	Crane Service	$4,060.00	$4,060.00	$0.00	$0.00	$3,750.00	$3,750.00	
1	Pipefitter/Welder Service	$9,120.00	$9,120.00	$0.00	$0.00	$12,250.00	$12,250.00	
1	HVAC Technician Service	$10,750.00	$10,750.00	$0.00	$0.00	$0.00	$0.00	
1	Insulation	$0.00	$0.00	$0.00	$0.00	$3,390.00	$3,390.00	
1	Factory Startup	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
1	Concrete Pad	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
1	Refrigerant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
			$0.00		$0.00		$0.00	
1	Chiller Turnkey Replacment	$0.00	$0.00	$106,225.00	$106,225.00	$0.00	$0.00	
			$0.00		$0.00		$0.00	
	GRAND TOTAL:	**$87,690.00**		**$106,225.00**		**$109,995.00**		
	Warranty T & C:	**1 Year Parts & Labor**		**1 Year Parts (90 Days-Svc)**		**1 Year Parts (90 Days-Svc)**		

TRANE
Building Services

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

Quote Number: 01-2124702
Co-op Contract Number# 458-14
Buy Board Co-op

Trane U.S. Inc. dba Trane

1240 North Vo Tech Drive
Weslaco, TX 78596
Phone:
Fax: (956) 969-0769
Service Contact: (210) 516-1753

July 5 ,2016

Daniel Flores
Operations Manager
Hidalgo County of Facilities Manager
3800 South Business 281
EDINBURG, TX 78539 U.S.A.

Site Address:
Hidalgo County Courthouse
100 North Closner Boulevard
EDINBURG, TX 78539
United States

Attention: Daniel Flores

Project Name: Hidalgo Co Court House Replace Trane Chiller 2016
Quote Number: 01-2124702 **Co-op Contract Number:** 458-14

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Trane proposes to replace one (1) Trane chiller located in the basement at the location listed above. Parts and labor are included in this proposal.

Equipment List

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Chiller	1	Trane	RTHA150FCL	H90H02294	Back Up

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Scope of Service

Recover the refrigerant
Lock and tag out electrical
Disconnect High Voltage electrical wiring from unit
Disconnect control wiring
Secure chilled water pumps
Lock and tag chilled water pumps
Close chilled water valves (Trane will not be responsible if valves don't hold)
Disconnect chilled water piping from existing chiller
Using a crane remove existing chiller (Customer will dispose of chiller to be removed)
Using a crane set new Trane Chiller in place
Modify and connect existing chill water lines to new Trane Chiller
Modify and connect existing electrical to new Trane Chiller
Connect existing control wiring to new Trane Chiller
Insulate chill water line that was removed during installation
Open chill water isolation valves
Remove lock and tag out on electrical and control wiring
Start chiller and check for proper operation

Equipment Information:

Water cooled helical rotary chiller with the following:

Tag(s)	Qty	Description	Model Number
CH-1	1	150 Ton Water-Cool	RTWD150F2**2A1A1AA3A1A1Y1A0A00000000000A00010 0D--------0000

Qty: 1 Tag(s): CH-1

460 volt 3 phase 60 hertz
High efficiency/performance
UL listed to U.S.and Canadian safety standards
ASHRAE 90.1 all versions up to 2010, AHRI certified, ASME pressure vessel code
Single relief valve
Factory insulation - all cold parts
Grooved pipe connection - standard waterboxes
Full factory refrigerant charge (134a)
Internal and external enhanced evaporator copper tube
3 pass evaporator
Enhanced fin - copper
Wye-delta closed transition starter
Single point connection main line unit power-ancillary items require other power
Terminal block conn for incoming lines
Elastomeric isolators (Field installed)
Startup Included - Trane Service must start equipment for warranty to be honored
1st year parts, labor & refrigerant warranty whole unit

Notes:

1) **This job will be performed during regular hours**
2) **The customer will dispose of the chiller to be remove**
3) **Trane will not be responsible if valves don't hold**

Exclusions:

1) **No controls service or material for this job to be performed**
2) **Disposal of the chiller to be removed**

Pricing Break Out:

Electrical Service (80 hrs x $85.00/Hour).....$6,800.00.00 USD
Crane Service (50 hrs x $81.20/Hour).....$4,060.00 USD
Pipefittier/Welder Service (114 hrs x $80.00/Hour).....$9,120.00 USD
Technician Labor for A/C Equipment Installation (86 hrs x $125.00/Hour).....$10,750.00 USD
Equipment List Price Model# RTWD ($156,057.00 x .365% Multiplier).....$56,960.00 USD

Pricing and Acceptance

Total Price:.....$87,690.00 USD
Adder Price 2 - 5 year parts, labor and refrigerant warranty:.....$10,535.00 USD

Clarifications

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from July 5, 2016.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Tony Moncada
Account Manager
Cell: (956) 648-5002

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

Title _____

Purchase Order _____

Acceptance Date _____

Trane License Number:

TERMS AND CONDITIONS – QUOTED SERVICE
"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
3. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.
5. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
6. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)
8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
9. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.
10. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:
(a) Any guarantee of room conditions or system performance;
(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and
(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

11. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

12. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

15. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the

foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1114)
Supersedes 1-10.48 (0614)

Safety

Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
  -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.

TRANE
Building Services

Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

Req#303109

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

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Vendors
Trane[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

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Additional Resources

Vendor Name:	Trane
Address:	4200 N. Sylvania Avenue Fort Worth, TX 76137
Phone Number:	(817) 838-1310
Email:	shross@trane.com
Website:	http://www.trane.com
Federal ID:	25-0900465
Contact:	Shirley Ross
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	HVAC Equipment, Supplies & Install of HVAC Equipment
Contract#:	458-14
Effective Date:	10/01/2014
Expiration Date:	09/30/2017
Payment Terms:	Net 30 days
Delivery Days:	25
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20
States Served:	Texas
Quote Reference Number:	458-14
Return Policy:	Contact local Trane sales office
Additional Dealers:	Trane locations in: San Antonio TX, Austin TX

Contract Documents

EDGAR Notice:	**Click to view EDGAR Notice**
Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**
Construction Services Advisory:	**Click to view the Construction Related Goods and Services Advisory**

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
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Refine Your Search:

Vendors
Trane[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Show 25 ▼ results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Trane	Hourly Labor Rate for Repair Service of HVAC Equipment and Products ($55.00 to $140.00). Line Item 15	N/A	$55.00		Add Show Details
Trane	Hourly Labor Rate for Installation of HVAC Equipment and Products ($55.00 to $140.00). Line Item 14	N/A	$55.00		Add Show Details
Trane	Hourly Labor Rate for All Other HVAC Installation or Service Related Costs ($55.00 to $140.00). Line Item 17	N/A	$55.00		Add Show Details
Trane	Hourly Labor Rate for HVAC Filter Change Out Service ($55.00 to $140.00). Line Item 16	N/A	$55.00		Add Show Details
Trane	65% Discount Off Trane pricelist for HVAC Air Handling Products. Line Item 3	Pricing Sheet	$0.00		Add Show Details
Trane	63% Discount Off Trane pricelist (63% to 66% discount) for HVAC Equipment. Line Item 1	Pricing Sheet	$0.00		Add Show Details
Trane	61% Discount Off Trane pricelist for HVAC Refrigerant Recovery Equipment. Line Item 9	Pricing Sheet	$0.00		Add Show Details
Trane	54% Discount Off Trane pricelist for HVAC Controls, Software and Monitoring Systems. Line Item 2	Pricing Sheet	$0.00		Add Show Details
Trane	40% Discount Off Trane pricelist for HVAC Repair Parts. Line Item 7	Pricing Sheet	$0.00		Add Show Details
Trane	40% Discount Off Trane pricelist for HVAC Refrigerants. Line Item 8	Pricing Sheet	$0.00		Add Show Details

Showing 1 to 10 of 10 entries

First Previous 1 Next Last

Additional Resources

Product Description	Product Code	Multiplier
RTHB Water-Cooled Series R® Rotary Liquid Chillers	153	0.365
RTHD Water-Cooled Series R® Rotary Liquid Chillers	153	0.365
RTWD Air-Cooled Series R® Rotary Liquid Chillers	703	0.365
RTAC Air Cooled Series R® Rotary Liquid Chillers	154	0.349
RTWA Water-Cooled Series R® Rotary Liquid Chillers	355	0.377
CenTraVac™ Water-Cooled Centrifugal Liquid Chillers		
CVHE CenTraVac™ Water-Cooled Centrifugal Liquid Chillers	347	0.362
CVHF CenTraVac™ Water-Cooled Centrifugal Liquid Chillers	347	0.362
CDHF CenTraVac™ Water-Cooled Centrifugal Liquid Chillers	560	0.362
CGAM	665	0.365
YC*, TC*, TE* Single-Zone Rooftop Air Conditioners	382	0.34
TCD/TCH	463	0.37
T*C	517/518	0.37
TCC	719	0.37
YCZ	237/238	0.395
YHC	514	0.35
WCD/WCH		0.39
YCD/YCH	467	0.395

S*HF Single-Zone Rooftop Air Conditioners		383	0.34
S*HG Single-Zone Rooftop Air Conditioners		393	0.34
RAUC Split System Air-Cooled Condensing Units		361	0.377
RAUC Split System Air-Cooled Condensing Units		362	0.228
CAUC Split System Air-Cooled Condensing Units		385	0.337
CAUC Split System Air-Cooled Condensing Units		386	0.337
Performance CLCH, TSCX, LPCA (Indoor/Outdoor & controls)	050/151/298/299		0.355
WPVJ Water Source Heat Pumps - Premium Effeciency Vertical		176	0.374
WPHF Water Source Heat Pumps - Premium Efficiency Horizontal		176	0.374
WPCD Unit Ventilator Water Source Heat Pumps		328	0.399
WPWD Water Source Heat Pumps - Commercial High Efficiency Water-to-Water		75	0.353
EXWA Water Source Heat Pumps - Commercial High Efficiency Water-to-Water		331	0.352
GEVA Water Source Heat Pumps - High Efficiency Vertical		331	0.352
GEHA Water Source Heat Pumps - High Efficiency Horizontal		331	0.352
GECA Water Source Heat Pumps - High Efficiency Console		331	0.352
GETA Water Source Heat Pump - Vertical Stack		332	0.352
VUVB Vertical Classroom Unit Ventilators		42	0.351
HUVB Horizontal Classroom Unit Ventilators		42	0.351
SHLA		77	0.358

Unit Ventilator Shelving and Accessories

SWE SWE Unit Ventilator Sidewall Exhaust	77	0.358
TACB Self Contained Unit Ventilators	142	0.351
THPB Self Contained Unit Ventilators	142	0.351
Rental Rate	197	0.458
Control Hardware		0.469
Control Software		0.469
Buy/Resale Products (Contact Shirley H. Ross 817.838.1310) (ATB Systems, BRD NoNoise, Calmac, Canariss, Carel USA, CDI Inc., Compu-Aire, Energy Labs, Filtrine, Genesis Air, Hussman, Ingersol Rand, Mitsubishi, Multi Stack, NatGun, Nu-Air, Pool-Pak, Skil-Aire, TAS, Trane (custom products)		TBD
RMWE Refrigerant Monitor STD Delivery	201	0.395
Trane Adjustable Frequency Drive	206	0.395
Earthwise Purge STD Delivery	190	0.4
Wye-Delta Starter STD Delivery	114	0.38

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

BuyBoard Guidelines & Process 2014-2017

From : Tony Moncada <Tony.Moncada@trane.com> Thu, Jul 07, 2016 08:56 AM
Subject : BuyBoard Guidelines & Process 2014-2017 3 attachments
To : Tony Moncada <Tony.Moncada@trane.com>

From: Espinoza, Julia
Sent: Wednesday, December 09, 2015 3:53 PM
To: Moncada, Tony <Tony.Moncada@trane.com>
Subject: RE: BuyBoard Guidelines & Process 2014-2017

All pricing will be good thru September 2017.

Thank you,
Julia Espinoza
Direct Sales Support
Direct: 817-838-1368
Email: julia.espinoza@irco.com

TRANE

Please consider the environment before printing this email

TRANE **image001.png**
12 KB

BuyBoard Equipment Pricing ONLY.pdf
33 KB

BuyBoard Labor Rates ONLY.pdf
9 KB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

MARSH & MCLENNAN COMPANIES
1166 Avenue of the Americas
New York NY 10036
ATTN: 212-345-6000

CONTACT NAME: Frances Rodriguez
PHONE (A/C, No, Ext): (212) 345-2573 FAX (A/C, No):
E-MAIL ADDRESS: Frances.A.Rodriguez@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA	19445
COMPANY B: Travelers Indemnity Co of America	25666
COMPANY C: Travelers Property Casualty Co of Amer	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Trane U.S. Inc. dba Trane
9535 Ball Street
Suite 1100
San Antonio, TX 78217
United States

COVERAGES **CERTIFICATE NUMBER:** 407129 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL 3796571	4/17/2016	4/17/2017	EACH OCCURRENCE	$7,500,000.00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000.00
	OWNER'S & CONTRACTOR'S PROT						MED EXP (Any one person)	$10,000.00
							PERSONAL & ADV INJURY	$7,500,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$7,500,000.00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$7,500,000.00
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA3434125 (AOS)	4/17/2016	4/17/2017	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000.00
A	X ANY AUTO			CA3434124 (MA)	4/17/2016	4/17/2017	BODILY INJURY (Per person)	$
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA3434123 (VA)	4/17/2016	4/17/2017	BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	PHYSICAL			APD - Self Insured				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TC2HUB-7434L10A-16 (AOS)	4/17/2016	4/17/2017	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		TC2HUB-7434L448-16 (MN)	4/17/2016	4/17/2017	E.L. EACH ACCIDENT	$3,000,000.00
C	(Mandatory in NH)			TRJUB-7434L424-16 (AZ, MA, OR, WI)	4/17/2016	4/17/2017	E.L. DISEASE - EA EMPLOYEE	$3,000,000.00
C	If yes, describe under DESCRIPTION OF OPERATIONS below			TWXJUB-7434L45A-16 (Ohio Excess)	4/17/2016	4/17/2017	E.L. DISEASE - POLICY LIMIT	$3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional information.

CERTIFICATE HOLDER

Hidalgo County Courthouse
100 North Closner
Edinburg, Texas 78539
United States

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
Marsh USA, Inc.
BY: Kevin G. Tietjen

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Requested By:Denise Herrera

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

Re: Hidalgo Co Court House Replace Trane Chiller 2016

From : Daniel Flores <daniel.flores@co.hidalgo.tx.us> Wed, Jul 27, 2016 04:28 PM
Subject : Re: Hidalgo Co Court House Replace Trane Chiller 2016
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>
Cc : Seferino Garza <seferino.garza@co.hidalgo.tx.us>

Rudy our technicians have reviewed all the specifications and found them to be satisfactory. Please proceed with the chiller replacement process.

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Cc: "Seferino Garza" <seferino.garza@co.hidalgo.tx.us>
Sent: Wednesday, July 27, 2016 2:11:51 PM
Subject: Re: Hidalgo Co Court House Replace Trane Chiller 2016

Mr. Flores,

As per our conversation this afternoon...I will await your response.

Thank You,

Rudy Salinas
Procurement Specialist III
Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Cc: "Seferino Garza" <seferino.garza@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Thursday, July 21, 2016 11:59:06 AM
Subject: Re: Hidalgo Co Court House Replace Trane Chiller 2016

Mr. Flores,

Just a reminder that I'm waiting for your response.

Thank You,

Rudy Salinas
Procurement Specialist III
Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Cc: "Seferino Garza" <seferino.garza@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Tuesday, July 19, 2016 4:22:00 PM
Subject: Fwd: Hidalgo Co Court House Replace Trane Chiller 2016

Mr. Flores,

I have attached a copy of the lowest bidder, Trane for the Courthouse (Basement) Chiller replacement. It come standard with a (1) one year warranty that includes parts & labor. Please review the quotation, tabulation, and advise if you would like for us to proceed.

Thank You,

Rudy Salinas
Procurement Specialist III
Phone: 292-7000 Ext: 4875

Attached: Quote Tabulation

From: "Tony Moncada" <Tony.Moncada@trane.com>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Tuesday, July 19, 2016 8:43:13 AM
Subject: Hidalgo Co Court House Replace Trane Chiller 2016

The information contained in this message is privileged and intended only for the recipients named. If the reader is not a representative of the intended recipient, any review, dissemination or copying of this message or the information it contains is prohibited. If you have received this message in error, please immediately notify the sender, and delete the original message and attachments.

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

Courthouse Chiller Request for HB1295 Form

From : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> Fri, Jul 29, 2016 11:22 AM
Subject : Courthouse Chiller Request for HB1295 Form 1 attachment
To : Tony Moncada <tony.moncada@trane.com>

Tony,

Can you please provide us a notarized HB1295 form with the following information filled out in section 3 of the form:

Req#303109 Trane - HVAC Chiller & Other Related Equipment, Supplies and Service

Thank You,

Rudy Salinas, Purchasing Specialist III
Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-318-2626 Ext: 4875
Email: rudy.salinas1@co.hidalgo.tx.us

HB1295_Info-Packet_Revised.pdf
719 KB

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 126365795

ENTITY	TRANE U.S. INC.	Status:Active
DUNS: 126365795	+4:	CAGE Code: 60532 DoDAAC:
Expiration Date: Apr 12, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3600 PAMMEL CREEK RD		
City: LA CROSSE	State/Province: WISCONSIN	
ZIP Code: 54601-7511	Country: UNITED STATES	

RECEIVED
JUL 05 2016
By 2:35pm

PRO TECH
MECHANICAL, INC

6346 Harwick Drive □ Corpus Christi, Texas 78417
Phone 361-882-2101 □ Fax 361-882-2154
TACLA20619E

Service Proposal

Proposal Number: QV0616010
Hidalgo County
3100 South Highway 281
Edinburg, Texas 78540

7/1/2016

TIPS/TAPS CONTRACT # 2042414
Hidalgo Vendor # 413046

Re: Install 150 ton water cooled chiller at Court House

Mr. Daniel Flores:

Pro Tech Mechanical is pleased to provide this proposal for labor and material to:
Provide a Turnkey project of removal and installation of a 150 ton water cooled chiller in the basement of the Hidalgo County Courthouse. Pro Tech Mechanical will utilize a crane and coordinate with the County and City for the removal and installation of the chiller. See Scope of work on page 3.
Lead Time for Chiller is 7 weeks.

1. All work shall be performed in accordance with all applicable State and Local codes and standards.
2. All work to be performed by EPA certified technicians and executed in a professional workman like manner.
3. All equipment and material installed on this project shall be new and unused unless otherwise noted.
4. All work to be performed during normal business hours, Monday through Friday unless otherwise noted.
5. Other labor and material is excluded unless specifically mentioned in the above scope.
6. If the work is delayed or stopped at the request of the CUSTOMER or by third parties, additional charges may apply.

Exclusions: Work other than stated above

Total investment for this service is: **($106,225.00) One Hundred Six Thousand Two Hundred Twenty Five Dollars and No Cents.** All applicable Freight and Taxes are excluded and will be billed in addition to the proposed price. All prices are firm for thirty-30 days.

Thank you for the confidence that you have shown in Pro Tech Mechanical by requesting this proposal. We sincerely appreciate the opportunity to provide these services for your organization. Should you have any questions about this proposal or any other request please call us at 361-882-2101 or e-mail me at Eddie@protechmech.com

Regards,

Eddie Guerra
Pro Tech Mechanical, Inc.

Acceptance of Proposal -The undersigned affirm that they have read and understand the entire PROPOSAL AGREEMENT and agree to abide by the above prices, specifications and conditions. You are authorized to do the work as specified according to the above scope. Payment will be made as outlined above. Pro Tech Mechanical will warranty all parts per the standard manufacturers warranty and labor will be warranted for 90 days.

Execution by Authorized
Representative: _____

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157 Austin, TX 78711, 800-803-9202, 512-463-6599.

Service Contract

This AGREEMENT entered into by and between:

Hidalgo County

Hereinafter referred to as "CUSTOMER"

AND

Pro Tech Mechanical, Inc.

Service	7/1/2016	QV0616010
Proposal Type	Date	Proposal Number

- This AGREEMENT shall be administered by Pro Tech Mechanical's office presently located at:
  Pro Tech Mechanical, Inc.
  6346 Harwick Drive
  Corpus Christi, Texas 78417

- The service(s) and/or parts to be provided at the following CUSTOMER location(s):
  Hidalgo County — Hidalgo County Courthouse
  3100 South Highway 281
  Edinburg, Texas 78540

SCOPE OF SERVICE to be provided by Pro Tech Mechanical in accordance with the following description:

- Including any attachments indicated (with an `x') below N/A is Not Applicable)

__X__ PROPOSAL DATED: 7/1/2016
_____ SCOPE OF SERVICE Page(s)
_____ Other attachments

The AGREEMENT PRICE is: **($106,225.00) One Hundred Six Thousand Two Hundred Twenty Five Dollars and No Cents.** excluding applicable freight & taxes. This price is based on normal working hours, Monday through Friday, unless otherwise stated herein. If the work is delayed or stopped at the request of the CUSTOMER or requirements of third parties, additional charges will be applicable.

The undersigned affirm that they have read and understand the entire AGREEMENT including the Terms and Conditions appearing below.

Execution by Authorized Representatives:
SUBMITTED BY: Eddie Guerra **DATE:** 7/1/2016

CUSTOMER ACCEPTANCE: P.O. # _____

_____ Pro Tech Mechanical, Inc.
COMPANY

_____ Eddie Guerra
CUSTOMER NAME

_____ Account Executive
TITLE

_____ _____ 7/1/2016
Customer Acceptance (signature) Date PRO TECH MECHANICAL (signature) Date

Scope of Work

1. Lock out and Tag out all Equipment that will be worked on.
2. Demolition and removal of old chiller
3. Installation of new chiller
4. Utilization and coordination of crane for chiller removal and set.
5. Electrical connections to existing electrical services.
6. Piping of new chiller to existing piping connections
7. Painting and then insulation of any new piping requiring insulation
8. Factory Field Start-up
9. Exhaust fans used in basement during all welding operations
10. If the new chiller does not fit on the existing concrete, the pad will be expanded to accommodate the chiller.
11. The new chiller comes pre-charged with refrigerant, and first year warranty includes refrigerant
12. Balance water on supply and return chill water and condenser water.
13. First year warranty is parts, refrigerant, and labor
14. Second through Fifth year warrant is compressor parts only.
15. Clean up work area and remove old chiller on load onto County vehicle for county removal.

Equipment Proposed

ITEM A: Water Cooled Chillers, Tag: CH-1
(1) Daikin WGZ-150D Series Water Cooled Package Chiller complete with the following:
-Copeland Compliant scroll type compressors - dual circuits, 6 steps unloading, R-410a Refrigerant
-DX brazed stainless steel evaporator, with 3/4" insulation, dual circuits
-shell and tube condenser
-refrigerant circuit includes liquid line shutoff and solenoid, filter drier, sight glass and TXV
-microprocessor controller with control XMFR
-Single point power connection with phase and over/under voltage protection
-460/3/60, single point power, MCA = 237, MOCP = 250
First year warranty is parts, refrigerant, and labor
Second through Fifth year warranty is compressor parts only.

PRO TECH MECHANICAL, INC
TERMS AND CONDITIONS OF SALE

1. **PAYMENT AND TAXES--** Payment shall be made 1.25% 10/net 30 days from date of invoice. Pro Tech Mechanical, Inc reserves the right to require cash payment or other alternative method of payment prior to completion of work if Pro Tech Mechanical, Inc determines, in its sole discretion, that Buyer or Buyer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Pro Tech Mechanical, Inc any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

2. **WORKING HOURS–** All services performed under this Agreement including major repairs, are to be provided during Pro Tech Mechanical, Inc's normal working hours unless otherwise agreed.

3. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Pro Tech Mechanical, Inc's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

4. **EXCLUSIONS–** Pro Tech Mechanical, Inc is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Pro Tech Mechanical, Inc is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, or any other cause beyond Pro Tech Mechanical, Inc's control.
   Pro Tech Mechanical, Inc is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Pro Tech Mechanical, Inc encounters any asbestos product or any hazardous material in the course of performing its work, Pro Tech Mechanical, Inc may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Pro Tech Mechanical, Inc shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.
   Pro Tech Mechanical, Inc shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Pro Tech Mechanical, Inc, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Pro Tech Mechanical, Inc shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY–** Pro Tech Mechanical, Inc warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Pro Tech Mechanical, Inc also warrants all Pro Tech Mechanical, Inc parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Pro Tech Mechanical, Inc shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Pro Tech Mechanical, Inc in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Pro Tech Mechanical, Inc's obligation to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.

6. **PROPRIETARY RIGHTS–** During the term of this Agreement and in combination with certain services, Pro Tech Mechanical, Inc will retain all rights to Advanced Chiller Technology software and it shall remain the personal proprietary property of Pro Tech Mechanical, Inc. Customer shall not acquire any interest, title or equity in any software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing installation or service on this software.

7. **DELAYS–** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

8. **CUSTOMER RESPONSIBILITIES–** Customer shall:
   - Provide a safe work environment.
   - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
   - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
   - Promptly notify Pro Tech Mechanical, Inc of any unusual operating conditions.
   - Upon agreement of a timely mutual schedule, allow Pro Tech Mechanical, Inc to stop and start equipment necessary to perform service.
   - Provide adequate water treatment.
   - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
   - Where Pro Tech Mechanical, Inc's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
   - Operate the equipment properly and in accordance with instructions.

9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE–** In the event Pro Tech Mechanical, Inc recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Pro Tech Mechanical, Inc shall not be responsible for any equipment or control failures, operability or any long-term damage that may result.

10. **CUSTOMER TERMINATION–** Customer shall have the right to terminate this Agreement for Pro Tech Mechanical, Inc's non-performance provided Pro Tech Mechanical, Inc fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Pro Tech Mechanical, Inc shall have free access to enter Customer locations to disconnect and remove any Pro Tech Mechanical, Inc personal proprietary property or devices as well as remove any and all Pro Tech Mechanical, Inc-owned parts, tools and personal property. Additionally, Customer agrees to pay Pro Tech Mechanical, Inc for all incurred but unamortized service costs performed by Pro Tech Mechanical, Inc including overheads and a reasonable profit.

11. **PRO TECH MECHANICAL, INC TERMINATION–** Pro Tech Mechanical, Inc reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Pro Tech Mechanical, Inc.

12. **LIMITATION OF LIABILITY–** Under no circumstances shall Pro Tech Mechanical, Inc be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Pro Tech Mechanical, Inc shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Pro Tech Mechanical, Inc's negligent acts or omissions directly contributed to such injury or property damage. Pro Tech Mechanical, Inc's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Pro Tech Mechanical, Inc under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Pro Tech Mechanical, Inc.

13. **CLAIMS–** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

14. **GOVERNMENT PROCUREMENTS-** Pro Tech Mechanical, Inc offers standard commercial items, which may not comply with Government specifications. Pro Tech Mechanical, Inc does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Pro Tech Mechanical, Inc provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.

15. **SUPERSEDURE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Pro Tech Mechanical, Inc's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

16. Customer agrees not to hire or attempt to hire any of Pro Tech Mechanical's employees during this agreement term or within one year of the last date of the last invoice to the customer.

July 1, 2016

Seferino Garza
Maintenance Manager
HIDALGO COUNTY COURTHOUSE
100 N CLOSNER BLVD
EDINBURGTX,785393523

Re: Hidalgo County Courthouse Chiller Replacement Quote: 2016-275-07-05- MEG

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

As a fully qualified commercial service company, we are qualified to perform preventative maintenance, repair service, warranty and shut-downs on all commercial HVAC equipment. Our service technicians are trained and certified to work on HVAC equipment in accordance with the most stringent safety standards.

Carrier Corporation is willing to use the attached Contract as the basis for developing a definitive, binding agreement acceptable to both parties; however, certain changes and clarifications need to be included. Accordingly, this bid shall be binding at such time as such clarifications and changes are mutually developed and accepted. It is, therefore, understood that no order issued pursuant to the attached proposal shall be binding until duly accepted by an authorized representative of Carrier Corporation.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan
Sales Rep
Carrier Corporation

Quote #00274193

Address 4417 Dillon Lane, Suite 46
Corpus Christi, Texas, 78415
Phone (956) 566-0317
Fax (956) 618-3604
E-mail anthony.galvan@carrier.utc.com

Contact Name Seferino Garza
Account HIDALGO COUNTY COURTHOUSE
Phone (956) 289-7850
Site Address 100 N CLOSNER BLVD
EDINBURG,TX,785393523

Estimate Date 07/01/2016
Quote Number 00274193

Job Description Hidalgo County Courthouse Chiller Replacement Quote: 2016-275-07-05- MEG

Scope of Work

The scope of work is to replace the Trane Chiller Model Number RTHA150FCL0NDUC3LF2LFNNOOGUQ with Serial No. H90H02294 with a Carrier Equivalent. Carrier will provide the following services as required:

Demolition (old chiller)	– Included in installation price below
Removal (old Chiller)	- To be returned to Hidalgo County for disposal
Installation (new chiller)	- **$86,830.00** 1st year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal
Crane Services	- **$3,750.00**
Electrical	- **$3,775.00**
Pipe welding and fabrication	- **$12,250.00**
Insulation	- **$3,390.00**
Factory Field Start up	– Included with Installation (new chiller) price above
Exhaust Fan (welding process)	– Included in Pipe welding and fabrication price above
Concrete pad to fit new chiller foot print (if applicable)	– Not applicable
Refrigerant	– Included with Installation (new chiller) Price above
Balance water on supply and return	– Included with Factory field start-up services

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price **Buy Board Number 458-14**

Total Price for Scope of Work excluding applicable taxes: **$109,995.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

_____ _____
Title

_____ _____
Customer Acceptance (signature) Date Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES- Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. RETURNS- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS– Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS– All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. ADDITIONAL SERVICE- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

• Promptly address any issues that arise related to mold, fungi, mildew or bacterial
• Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. WAIVER OF DAMAGES- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

15. LIMITATION OF LIABILITY- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

19. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

21. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

23. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMEND IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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:
2016-92548

Date Filed:
07/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Trane Company
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

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.
Req#303109
Trane-HVAC Chiller & Other Related Equipment, Supplies an Service.

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.

BONNIE ALBERTHAL
My Notary ID # 5233197
Expires October 22, 2019

Eric Webster
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Eric Webster, this the 29th day of July, 20 16, to certify which, witness my hand and seal of office.

Bonnie Alberthal — Signature of officer administering oath
Bonnie Alberthal — Printed name of officer administering oath
EBS Estimator — 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:
2016-92548

Date Filed:
07/29/2016

Date Acknowledged:
07/29/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Trane Company
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

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.

Req#303109
Trane-HVAC Chiller & Other Related Equipment, Supplies an Service.

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

AI-55689 **Purchasing Department** **20. I. 1.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of the final "Construction of Space Pressure Control at Autopsy Facility" between Hidalgo County and Herrcon, LLC [C-16-238-07-19] as submitted through project engineer, Halff Associates, Inc. [CC awarded bid on 07-19-16 - AI# 55383] in the amount of $82,500.00;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the HC-Executive Officer, Valde Guerra or other designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be increased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 6-1100-419-40-220-045-0-452

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

BUDGETARY IMPACT:

Attachments

262.031
AI-55383
1295

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2016 03:13 PM
Budget & Management	Veronica Ortiz	08/05/2016 03:40 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Yvette Salinas Started On: 08/03/2016 03:13 PM
Final Approval Date: 08/05/2016

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

AI-55383

Purchasing Department
21. I. 1.

CC - REGULAR

Meeting Date:	07/19/2016
Submitted For:	Marty Salazar, PURCHASING DEPT.
Submitted By:	Yvette Salinas, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Information

CAPTION

Recommendation by project engineer Halff Associates, Inc., to award the Bid to the sole responsible vendor submitting the lowest and best bid meeting all specifications, Herrcon, LLC of McAllen, TX in the total amount of $82,500.00 for project Hidalgo County–"Construction of Space Pressure Control at Autopsy Facility" Project-RFB No. 2016-238-06-29-YSS" subject to compliance with HB23 and/or HB1295 when and/or if applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-419-40-220-045-0-452
FUNDS AVAILABLE Y/N?:	y-pending	MATCHING FUNDS Y/N?:	n

BUDGETARY IMPACT:

Funds available pending CC approval of AI-55410 - CC 7/19/16 consent.

Attachments

back up 55383

tab sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/14/2016 05:32 PM
Budget & Management	Veronica Ortiz	07/15/2016 08:32 AM
Final Approval	Monica Badillo	07/15/2016 05:39 PM

Form Started By: Yvette Salinas Started On: 07/12/2016 03:59 PM
Final Approval Date: 07/15/2016

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:
2016-90254

Date Filed:
07/26/2016

Date Acknowledged:
07/26/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Herrcon, LLC
McAllen, 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.

2016-238-06-29-YSS
2016-238-06-29-YSS Construction of Space Pressure Control at Autopsy Facility

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

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:
2016-90254

Date Filed:
07/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Herrcon, LLC
McAllen, 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.
2016-238-06-29-YSS
2016-238-06-29-YSS Construction of Space Pressure Control at Autopsy Facility

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.

NOTARY PUBLIC STATE OF TEXAS
DOMINGO PEQUENO
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-30-2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said President, this the 26th day of July, 20 16, 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
	Domingo Pequeno	MANAGER

AI-55776 **Executive Office** **21. A.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Requesting authority for County Judge to sign the Inspection Response Form (stating all violations cited have been corrected) from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers (ADA) for the following buildings :

1. Hidalgo County Courthouse Annex Expansion (modulars)
2. Hidalgo County Courthouse Annex Additions (modulars)
3. Hidalgo County Pct. 1 Constable Office

BACKGROUND

Fiscal Impact

Attachments

FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/05/2016 04:11 PM
Linda Flores	Linda Flores	08/05/2016 04:44 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Monica Badillo		Started On: 08/05/2016 04:08 PM
Final Approval Date: 08/05/2016		

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P. O. Box 12157, Austin, Texas 78711
(512) 539-5669 • (877) 278-0999 • FAX (512) 539-5690
architectural.barriers@license.state.tx.us • www.license.state.tx.us

ARCHITECTURAL BARRIERS - INSPECTION RESPONSE FORM

Building or facility owners or the owners' designated agent may use this form to indicate the status of outstanding violations associated with the referenced construction project that were identified during the inspection performed by a Registered Accessibility Specialist (RAS) or TDLR Investigator to verify compliance with the Texas Accessibility Standards (TAS).

This form must be submitted to the RAS or TDLR representative noted in Step 4.

STEP 1 - PROJECT INFORMATION **PRINT OR TYPE**

Name:		EABPRJ #:	
Hidalgo Co. Courthouse Annex Addition		B3809583	
Address:	**Suite No:**	**City:**	**Zip:**
100 N. Closner		Edinburg	78539

STEP 2 - INSPECTION STATUS INFORMATION

A. ☒ **All** violations cited on the inspection report relating to the above referenced project have been corrected.

B. ☐ All violations cited on the inspection report relating to the above referenced project will be corrected by: _____(completion date).

Note: Projects inspected by a RAS, have 270 calendar days from the date of the inspection report to correct inspection violations.

Completion dates after 270 calendar days of the inspection report must be approved by TDLR.

C. ☐ The following violations cited on the inspection report relating to the above referenced project will not be corrected:

TAS violation reference(s) _____

A Variance Application has been submitted and/or approved for: _____

STEP 3 - OWNER / AGENT INFORMATION

Owner/Agent Name:		Company/Firm:		
Ramon Garcia, County Judge		Hidalgo County		
Address:		**City:**	**State:**	**Zip:**
2812 S. Business 281		Edinburg	Tx.	78539
Phone #:	**Fax #:**	****Email:**		

I am the owner of this building/facility or the agent designated by the owner to act on their behalf (check one):

☐ Owner (Person or entity that holds title to this property) ☐ Owner's Designated Agent

I certify by my signature below that the information provided is true and accurate. I also understand that failure to correct the violation(s) may result in this project being forwarded to the Enforcement Division of TDLR for action.

Signature: Date:

STEP 4 – SUBMITTAL INFORMATION:

FOR RAS AND/OR TDLR USE ONLY

Name:	RAS # (if applicable)	Company/Agency:		
Anthony Covacevich	00000097	Accessibility Checks and Controls		
Address:		**City:**	**State:**	**Zip:**
401 Southgate Circle		Weslaco	Tx.	78596
Phone:	**Fax:**	****Email:**		
956-279-0910		covacevich@aol.com		

TDLR 029AB 12-08

NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

**The Department will add your address to the Architectural Barriers email notification list which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Information Act; the Department will not share it with the public. For additional information link to: http://www.license.state.tx.us/newsletters/TDLRmailinglists.asp

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P. O. Box 12157, Austin, Texas 78711
(512) 539-5669 • (877) 278-0999 • FAX (512) 539-5690
architectural.barriers@license.state.tx.us • www.license.state.tx.us

ARCHITECTURAL BARRIERS - INSPECTION RESPONSE FORM

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This form must be submitted to the RAS or TDLR representative noted in Step 4.

STEP 1 - PROJECT INFORMATION

PRINT OR TYPE

Name:		EABPRJ #:	
Hidalgo Co. Courthouse Annex Addition (Expansion)		B3805967	
Address:	**Suite No:**	**City:**	**Zip:**
100 N. CLOSNER		Edinburg	78539

STEP 2 - INSPECTION STATUS INFORMATION

A. ☒ **All** violations cited on the inspection report relating to the above referenced project have been corrected.

B. ☐ All violations cited on the inspection report relating to the above referenced project will be corrected by: _____(completion date).

Note: Projects inspected by a RAS, have 270 calendar days from the date of the inspection report to correct inspection violations.

Completion dates after 270 calendar days of the inspection report must be approved by TDLR.

C. ☐ The following violations cited on the inspection report relating to the above referenced project will not be corrected:

TAS violation reference(s) _____

A Variance Application has been submitted and/or approved for: _____

STEP 3 - OWNER / AGENT INFORMATION

Owner/Agent Name:		Company/Firm:		
Ramon Garcia, County Judge		Hidalgo County		
Address:		**City:**	**State:**	**Zip:**
2812 S. Business 281		Edinburg	TX.	78539
Phone #:	**Fax #:**	****Email:**		

I am the owner of this building/facility or the agent designated by the owner to act on their behalf (check one):

☐ Owner (Person or entity that holds title to this property) ☐ Owner's Designated Agent

I certify by my signature below that the information provided is true and accurate. I also understand that failure to correct the violation(s) may result in this project being forwarded to the Enforcement Division of TDLR for action.

Signature: Date:

STEP 4 – SUBMITTAL INFORMATION:

FOR RAS AND/OR TDLR USE ONLY

Name:	RAS # (if applicable)	Company/Agency:		
Anthony Covacevich	00000097	Accessibility Checks and Controls		
Address:		**City:**	**State:**	**Zip:**
401 Southgate Circle		Weslaco	Tx.	78596
Phone:	**Fax:**	****Email:**		
956-279-0910		covacevich@aol.com		

TDLR 029AB 12-08

NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

***The Department will add your address to the Architectural Barriers email notification list which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Information Act; the Department will not share it with the public. For additional information link to: http://www.license.state.tx.us/newsletters/TDLRnotificationLists.asp*

T[illegible]AS DEPARTMENT OF LICENSING AND R[illegible]ULATION
P. O. Box 12157, Austin, Texas 78711
(512) 539-5669 • (877) 278-0999 • FAX (512) 539-5690
architectural.barriers@license.state.tx.us • www.license.state.tx.us

ARCHITECTURAL BARRIERS - INSPECTION RESPONSE FORM

Building or facility owners or the owners' designated agent may use this form to indicate the status of outstanding violations associated with the referenced construction project that were identified during the inspection performed by a Registered Accessibility Specialist (RAS) or TDLR Investigator to verify compliance with the Texas Accessibility Standards (TAS).

This form must be submitted to the RAS or TDLR representative noted in Step 4.

STEP 1 - PROJECT INFORMATION

PRINT OR TYPE

Name:		EABPRJ #:	
Hidalgo County Pct 1 Constable Office		B2812982	
Address:	Suite No:	City:	Zip:
1900 Joe Stephen Bld.		WEslaco, Tx.	78596

STEP 2 - INSPECTION STATUS INFORMATION

A. [X] **All** violations cited on the inspection report relating to the above referenced project have been corrected.

B. [ ] All violations cited on the inspection report relating to the above referenced project will be corrected by: _____(completion date).

Note: Projects inspected by a RAS, have 270 calendar days from the date of the inspection report to correct inspection violations.

Completion dates after 270 calendar days of the inspection report must be approved by TDLR.

C. [ ] The following violations cited on the inspection report relating to the above referenced project will not be corrected:

TAS violation reference(s) _____

A Variance Application has been submitted and/or approved for: _____

STEP 3 - OWNER / AGENT INFORMATION

Owner/Agent Name:		Company/Firm:		
Judge Ramon Garcia, County Judge		County of Hidalgo		
Address:		City:	State:	Zip:
2812 S. Business 281		Edinburg	Tx.	78539
Phone #:	Fax #:	**Email:		

I am the owner of this building/facility or the agent designated by the owner to act on their behalf (check one):

☐ Owner (Person or entity that holds title to this property) ☐ Owner's Designated Agent

I certify by my signature below that the information provided is true and accurate. I also understand that failure to correct the violation(s) may result in this project being forwarded to the Enforcement Division of TDLR for action.

Signature: Date:

STEP 4 – SUBMITTAL INFORMATION:

FOR RAS AND/OR TDLR USE ONLY

Name:	RAS # (if applicable)	Company/Agency:		
Anthony Covacevich	00000097	Accessibility Checks and Controls		
Address:		City:	State:	Zip:
401 Southgate Circle		Weslaco	Tx.	78596
Phone:	Fax:	**Email:		
956-279-0910		covacevich@aol.com		

TDLR 029AB 12-08

NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

***The Department will add your address to the Architectural Barriers email notification list which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Information Act; the Department will not share it with the public. For additional information link to: http://www.license.state.tx.us/newsletters/TDLRnotificationLists.asp*

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Compliance Division/Architectural Barriers Program
P. O. Box 12157 • Austin, Texas 78711 • (512) 539-5669 • (877) 278-0999
Fax: (512) 539-5690 • Email: techinfo.ab@tdlr.texas.gov • Website: www.tdlr.texas.gov

RECEIVED
JUL 25 2016
COUNTY JUDGE

JUL-19-2016

HIDALGO COUNTY
PO BOX 1356
EDINBURG TX 78540

EABPRJB3805967

Re: HIDALGO CO. COURTHOUSE
HIDALGO CO. COURTHOUSE ANNEX EXPANSION
100 N. CLOSNER BLVD.
EDINBURG TX 78539

Dear Sir / Madam

The referenced project has been inspected by an independent contractor for the purpose of determining compliance with provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statues.

We are pleased to inform you that the contractor found your project to be in substantial compliance with the applicable provisions of the Act; therefore, this project is approved.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202)514-0301.

Sincerely,

Robert L. Posey
Program Manager
Architectural Barriers

:GSW

Mike Arismendez – Littlefield, Texas

Tom Butler – Deer Park, Texas
Helen Callier – Kingwood, Texas
Rick Figueroa – Brenham, Texas

Catherine Rodewald – Frisco, Texas
Ravi Shah – Carrollton, Texas
Deborah A. Yurco – Austin, Texas

AI-55659 **Executive Office** **21. B.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of request by City of Edinburg Fire Department for use of Administration Building Parking Lot located at SE corner of South Business Hwy. 281 and Canton Rd. to conduct their annual hose tests on Monday, August 8, 15, 22 & 29, 2016 from 5:30 pm to 10:00 pm

BACKGROUND

Fiscal Impact

Attachments

request
insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2016 02:46 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Monica Badillo		Started On: 08/02/2016 10:14 AM
Final Approval Date: 08/05/2016		

Edinburg Fire Department

P.O. Box 1079 • 212 West McIntyre Street
Edinburg, Texas 78539
Office: (956) 383-7691 ♦ Fax: (956) 289-1853

July 11, 2016

Valde Guerra, Executive Officer
Hidalgo County

Dear Mr. Guerra,

The City of Edinburg Fire Department will be conducting its annual hose test on all the fire hose in the fire department inventory. As in the past, you have allowed us to use the parking lot of your annex building located at 2802 S. Highway 281 (Canton Road & Business 281) in order to conduct these tests'. We are cordially requesting the use of that parking area for Monday August 8, 15, 22, and 29 from 5:30 pm until 10pm on the dates requested. The Edinburg Fire Department will secure the area and deny entry while we are conducting the hose testing. The City of Edinburg is insured as well as having insurance on the vehicles and the personnel that will be present at the testing. This facility allows us to perform this testing in a safe environment and keeps us accessible to the city for emergency response to incidents. We greatly appreciate your assistance.

If you have any questions, please contact me at 956-279-8056 or at bperez@cityofedinburg.com. You can also contact Fire Chief Shawn Snider who will be the Officer in Charge for the testing at 956-605-0760 or at ssnider@cityofedinburg.com.

Respectfully,

Ubaldo D. Perez, C.F.E.
Deputy Chief/Asst. EMC

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TMLIRP Contract Number:	9460

Member:
Edinburg
Ms. Christina Flores
HR Director
PO Box 1079
Edinburg, Texas 78540-1079

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
County of Hidalgo Annex Building
100 North Closner
Edinburg, Texas 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

Workers' Compensation

Effective Date: 10/1/2015 Anniversary Date: 10/1/2016

Limits of Liability: Statutory

DESCRIPTION:

Confirmation of coverage for the City of Edinburg Fire Department's use of the parking lot located at 2802 South Highway 281 (Canton Road & Business 281), Edinburg, Texas, to conduct Annual Hose Testing, August 8, 15, 22, and 29, 2016, from 5:30 p.m. to 10:00 p.m.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

7/7/2016

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TMLIRP Contract Number:	9460

Member:
Edinburg
Ms. Christina Flores
HR Director
PO Box 1079
Edinburg, Texas 78540-1079

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
County of Hidalgo Annex Building
100 North Closner
Edinburg, Texas 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2015
	Anniversary Date:	10/1/2016
Limits of Liability (Each Occurrence):		$2,000,000
Sudden Events Involving Pollution (Each Occurrence):		$2,000,000
Annual Aggregate:		$4,000,000
Deductible per Occurrence:		$5,000
Law Enforcement Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability (Each Occurrence):		
Annual Aggregate:		
Deductible per Occurrence:		
Errors and Omissions Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability(Each Wrongful Act):		
Annual Aggregate:		
Deductible per Occurrence:		
Auto Liability	Effective Date:	10/1/2015
	Anniversary Date:	10/1/2016
Limits of Liability (Each Occurrence):		$2,000,000
Deductible per Occurrence:		$0
Auto Physical Damage	Effective Date:	
	Anniversary Date:	
Limits of Liability:		
Collision Deductible:		
Comprehensive Deductible:		

	Yes	No
Loss Payee:		

Real & Personal Property	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Mobile Equipment	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Boiler & Machinery - Broad Form	Effective Date:	
	Anniversary Date:	
Per Accident Limit:		
Deductible per Occurrence:		

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
Loan Number:		

DESCRIPTION:
Confirmation of coverage for the City of Edinburg Fire Department's use of the parking lot located at 2802 South Highway 281 (Canton Road & Business 281), Edinburg, Texas, to conduct Annual Hose Testing, August 8, 15, 22, and 29, 2016, from 5:30 p.m. to 10:00 p.m. General Liability/Automobile Liability Coverages are primary.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

7/7/2016

X102
2/10/2015

ADDITIONAL COVERED PARTY - OTHER GOVERNMENTAL ENTITY LIMITED TO ACTIVITIES OF THE FUND MEMBER

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverages shown below:

GENERAL LIABILITY
AUTOMOBILE LIABILITY
LAW ENFORCEMENT LIABILITY
ERRORS & OMISSIONS LIABILITY

Entity Name : City of Edinburg
Entity ID : 9460
Effective Date : 8/8/16

It is agreed that the "Covered Parties" provisions of the coverages listed above are amended to include as a **covered party** the governmental entity named below, but only with respect to the liability arising out of activities of the **Fund Member**. Such coverage shall not exceed the limits of coverage as set forth in the **Declarations**.

Governmental Entity: County of Hidalgo Annex Building

Address: 100 North Closner

City, State & Zip Code: Edinburg, Texas 78539

Description

The City of Edinburg Fire Department's use of the parking lot located at 2802 South Highway 281 (Canton Road & Business 281), Edinburg, Texas, to conduct Annual Hose Testing, August 8, 15, 22, and 29, 2016, from 5:30 p.m. to 10:00 p.m. General Liability/Automobile Liability Coverages are primary.

AI-55680 **Executive Office** **21. C.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to submit application to the Texas Facilities Commission for the Federal Surplus Property Program to receive Federal Surplus Property and authority for County Judge to sign documents.

BACKGROUND

Fiscal Impact

Attachments

application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2016 01:37 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Monica Badillo		Started On: 08/03/2016 12:32 PM
Final Approval Date: 08/05/2016		

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 463-2688 - FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us
www.tfc.state.tx.us/fsp

APPLICATION FOR ELIGIBILITY

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 101-44.207)

See pages 7-11 for list of required supporting documentation that must be submitted with application.

All donees* must reapply every three (3) years. To reapply, a donee must submit a completed Application for Eligibility along with all required supporting documentation. *(*donee = the applicant organization)*

Instructions for completing page 2:

SECTION I: Provide the full legal name of your organization and Federal Employer ID#. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service, including the nine-digit Zip Code. If the street address is different from the mailing address, provide that address or directions if located on a rural or remote area. Provide a phone number, fax number (if available) and an email address (required). **E-mail addresses provided will receive notices about account status and available property.**

SECTION II: Check the appropriate box that describes your organization. Organizations that do not fall under at least one of these categories are not eligible for the Federal Surplus program.

SECTION III: Check the appropriate box or boxes (check as many as apply) that indicate the type or purpose of your organization. If you are unable to determine which box to check, please contact this office for assistance. Please see pages 7-11 for an explanation of the eligibility requirements for each type of organization.

SECTION IV: Indicate source(s) of funding for your organization. Depending on your organization type, you may need to include a comprehensive description of all programs or services, a description of the operational facilities and/or supporting documentation regarding funding source(s). Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.

SECTION V: Nonprofit organizations must provide a current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501(C) of Internal Revenue Code. The name of the organization on the IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence, such as amendments to Articles of Incorporation or Assumed Name filing certificates, to establish the connection. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) and VFDs are not required to submit documentation for this section.

SECTION VI: Most nonprofit organizations are required to submit evidence of current approval, accreditation or license from a nationally recognized accrediting or licensing organization. Recreational, social service, referral only, religious and counseling service programs are not eligible to participate in the program. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, and public schools) and VFDs are not required to submit additional documentation for this section.

SECTION VII: Provide an original, dated signature of applicant's Authorizing Official (i.e. County Judge, Mayor, City Manager, Superintendent, Fire Chief, Executive Director, CEO/President, Board Chairman, or other person with executive authority to execute legal documents for the applicant). Applications submitted by counties must be signed by the County Judge. Type or print the name and title of authorizing official on the lines provided.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CALL (512) 463-2688.

SUBMIT APPLICATION TO:
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047, AUSTIN, TX 78711-3047
TEL: 512-463-2688 FAX: 512-236-6173
EMAIL: federal.surplus@tfc.state.tx.us

SIGNATURE FROM AUTHORIZING OFFICIAL IS REQUIRED ON PAGES 2 - 6

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 463-2688 - FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us
www.tfc.state.tx.us/fsp

APPLICATION FOR ELIGIBILITY

PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK WHERE APPROPRIATE

I. **ORGANIZATION NAME & INFORMATION:** *Payments must be in the name of donee or parent company.*

Hidalgo County				74-6000717
LEGAL NAME OF ORGANIZATION				FEDERAL EMPLOYER ID
100 E. Cano St 2nd Floor		Edinburg	TX	78540
STREET ADDRESS *(no P.O. Boxes)*		CITY	STATE	ZIP CODE
PO Box 1356		Edinburg	TX	78540
MAILING ADDRESS *(if different from above)*		CITY	STATE	ZIP CODE
Hidalgo	956-318-2600		956-318-2699	
COUNTY	TELEPHONE #		FAX #	

FISCAL YEAR END DATE: 12/31/16 EMAIL: sergio.cruz@co.hidalgo.tx.us

II. **APPLICANT STATUS:** *(check only one)*

☑ Public or Government agency (tax-supported, includes public schools) ☐ SBA 8(a) Business

☐ Nonprofit organization

III. **TYPE OR PURPOSE OF ORGANIZATION:** *(see pages 7-11 for requirements for specific types of organizations)*

☐ City	☐ School District	☐ Volunteer Fire Dept., EMS or Rescue Squad
☑ County	☐ Elementary, Middle, or High School	☐ Emergency Services District
☐ State Agency	☐ College or University	☐ Provider of Assistance to the Impoverished
☐ Conservation *(i.e. soil, water, or utility district)*	☐ Child Care Center or Preschool	☐ Provider of Assistance to the Homeless
☐ Economic Development	☐ Foster Care or Adoption Services	☐ Program Funded for Older Americans
☐ Radio or TV Station	☐ Residential Treatment Center	☐ SBA 8(a) Business
☐ Library	☐ Clinic or Hospital	☐ Veterans' Service Organization
☐ Museum	☐ Other health center ____	☐ Service Educational Activity *(as defined by DOD)*
☐ Zoo or Aquarium		☐ Other ____

IV. **SOURCE(S) OF FUNDING:** ☑ Tax-supported ☐ Grants ☐ Contributions ☐ Other _____

V. *(For non-profit organizations only)* **HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986?** ☐ Yes ☑ No

VI. **IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED?** ☐ Yes ☑ No
IF YES, BY WHAT AUTHORITY? _____

VII. **SIGNATURE & TITLE OF AUTHORIZING OFFICIAL FOR ORGANIZATION** (ex. Mayor, County Judge, Superintendent, President, CEO, Fire Chief)

Ramon Garcia	County Judge
PRINTED NAME OF AUTHORIZING OFFICIAL	TITLE

X _____ _____
SIGNATURE OF AUTHORIZING OFFICIAL DATE

AUTHORIZED REPRESENTATIVES

I. An "Authorized Representative" is a person authorized to sign for the release of property on your organization's behalf.
II. All representatives listed in any prior applications or account updates will be deleted from the account.
III. **An authorized representative must sign in the "Signature" provided space below in order to sign for the release of property**. Only representatives with a valid signature will be allowed to acquire property. All others listed below may visit our warehouse locations and will be included in email broadcasts from our office, but will not be able to sign for the release of property. E-mail addresses provided will receive notices about available property.
IV. Valid driver's license or state issued photo identification required prior to entering state or federal facilities.
V. **If you wish to have the Authorizing Official included as an Authorized Representative on your account, please be sure to include him/her in the list below.**

NAME	TITLE	TELEPHONE and EMAIL ADDRESS	SIGNATURE
Raul Cantu	Captain - Sheriffs office	(956) 393-6022 raul.cantu@hidalgoso.org	
Daniel Flores	Facilites Mgmt. Manager	(956) 289-7850 daniel.flores@co.hidalgo.tx.us	
Ricardo Sandana	Emergency Mgmt. Coordinator	(956) 318-2615 ricardo.saldana@co.hidalgo.ts.us	
Homero Garza	Fire Marshal	(956) 318-2656 homero.garza@co.hidalgo.tx.us	
Joe Espinoza	Chief-Constable Pct.1	(956) 447-3775 joe.espinoza@co.hidalgo.tx.us	
Armando Campos	Chief-Constable Pct.2	(956) 784-3510 armando.campos@co.hidalgo.tx.us	
Rene Gonzalez	Chief-Constable Pct.3	(956) 581-6800 rene.gonzalez@co.hidalgo.ts.us	
Horaldo Sanchez	Chief-Constable Pct.4	(956) 383-8560 horaldo.sanchez@co.hidalgo.ts.us	

The applicant hereby certifies the information provided is correct and complete and he/she understands and agrees to all terms and conditions.

Hidalgo County
NAME OF APPLICANT ORGANIZATION

Ramon Garcia
PRINTED NAME OF AUTHORIZING OFFICIAL

X
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

DATE

SUBMIT APPLICATION TO:
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us

NONDISCRIMINATION ASSURANCE

Hidalgo County
(Legal Name of Applicant Organization) the donee, agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: Hidalgo

X _____ _____
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent) DATE

SUBMIT APPLICATION TO:
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
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EMAIL: federal.surplus@tfc.state.tx.us

DONEE CERTIFICATIONS & AGREEMENTS

NOTE: "State agency" = Texas Facilities Commission; "Donee" = your organization

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, or an SBA 8(a) business; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SBA or SEA organizations, or assistance to homeless/impoverished, or assistance to Veterans. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.

(5) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donees race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

(4) If property is donated to a SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt. For property with a unit original acquisition cost less than $5,000, the property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF $5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISTION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISTION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.

(3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency, shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF $5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) THE DONEE CERTIFIES by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that 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) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) THE DONEE UNDERSTANDS that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent) DATE

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold, transferred or otherwise disposed of. The compliance period is often determined by the "original acquisition cost" of the item. The "original acquisition cost" is defined as the amount the federal government paid when it was initially purchased.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- All property must be placed into use within the first year of possession.
- Property is considered "in use" as soon as it is ready and able to serve its intended purpose.
- For property valued at less than $5,000 in original acquisition cost, the compliance period is 12 months from the date put into use.
- For property valued at $5,000 or more in original acquisition cost and all passenger motor vehicles, the compliance period is 18 months from the date put into use.
- For non-combat aircraft and vessels longer than 50 feet, the compliance period is 60 months (5 years) from the date put into use.
- Some items, such as combat aircraft and firearms, are considered "perpetual use." Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items. If a donee has a perpetual use item that is no longer needed or used, then the donee must contact TFC for return instructions. The donee may not dispose of a perpetual use item without prior, written approval from TFC.
- TFC staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented. The donee agrees to make the property available for visual inspection by TFC staff in a timely manner.
- If the property is not paid for in full or is not being used or handled as required, the donee will be required, at its expense, to return the property to TFC or offer for transfer to another donee, as instructed by TFC.
- Property must be used and stored at the street address listed on page 2 of this Application, or at other appropriate donee-managed satellite locations (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not intended for personal use; it must be readily accessible to all donee staff.
- During the compliance period, the donee may not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA.
- If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Donees are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page 5.

IMPORTANT NOTE FOR SBA 8(a) APPLICANTS: If applying as an SBA 8(a) business, I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

X _____ _____

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent) DATE

SEND APPLICATIONS TO:
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
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DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

Government or Public Agency

1. Public agency includes (a) State or department, agency, or instrumentality thereof; (b) Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof; or (c) Instrumentality created by contract or other agreement between states or political subdivisions. Public agency purposes include, but are not limited to, programs such as conservation, economic development, education, parks and recreation, public health and public safety, and to provide services to homeless or impoverished persons.
2. Cities, counties, state agencies and public schools are **NOT** required to submit any additional documentation.
3. Other types of public agencies must submit proof of public agency status (i.e. charter or statute creating the agency or evidence of tax-supported status) and/or a narrative describing the services provided by the agency. See the other categories listed below for more details.

Emergency Services District

1. Must receive dedicated tax funds in order to be eligible.
2. Required additional documentation that must be submitted with application:
    a. Letter from the chief or president that contains information on the department, including:
        i. number of firefighters and/or emergency services personnel;
        ii. training schedule; and
        iii. area(s) covered.
    b. Proof of Public Agency Status – i.e. Election Results, Charter, Organizing Document, or Other Evidence of Approval by Proper Government Authority (i.e. Commissioners Court/City Council Meeting Minutes)

Volunteer Fire Department, Search & Rescue, or Emergency Medical Services

1. In order to be eligible under this category, must be funded annually in whole or part by state, county, city or emergency services district. Approved organizations in this category must submit funding information annually.
2. Required additional documentation that must be submitted with application:
    a. Letter from the chief or president that contains information on the department, including:
        i. number of firefighters and/or emergency services personnel;
        ii. training schedule; and
        iii. area(s) covered.
    b. Evidence that department is endorsed by AND receives funding from a government entity, such as the state, county, city or emergency services district. Examples: letter of endorsement from the head of the government entity (i.e. county judge, city mayor/administrator, or ESD president) or a copy of a current, signed contract.
    c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
    d. Articles of incorporations, bylaws, charter or other organizing document *(optional)*

Conservation *(includes both public agencies and non-profits)*

1. Includes soil, water, irrigation, and utility districts, and non-profit water supply corporations. Must be a public agency (i.e. city-owned) or nonprofit organization. For-profit organizations do not qualify under this category.
2. Required additional documentation that must be submitted with application:
    a. Certificate of approval or charter from proper authority demonstrating services are provided to the public (i.e. Certificate of Convenience and Necessity from Texas Commission on Environmental Quality or Public Utility Commission, or charter/enabling legislation)
    b. *(non-profits only)* Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
    c. *(non-profits only)* IRS letter certifying tax-exempt status. Articles of incorporations, bylaws, or other organizing document. *(Optional)*

Health Organization (Public Agency)

1. Required additional documentation that must be submitted with application:
    a. Proof of public agency status (i.e. charter or statute creating the agency or evidence of tax-supported status).
    b. Complete narrative about your agency, including:
        i. Description of services provided;
        ii. Number and type of patients served;
        iii. Description of facilities, including number of beds; and
        iv. Overview of key staff and their qualifications.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

Health Organization (Non-Profit)

1. Includes, but not limited to, hospital, clinics, residential treatment centers, rehabilitation facilities, child care centers, and foster care and adoption agencies. In order to be eligible under this category, must be licensed, accredited or approved by nationally recognized accrediting or licensing agency (Ex. Dept. of State Health Services) or the current recipient of research grants by a recognized authority such as the National Institutes of Health, or by similar national advisory council or organization.
2. Required additional documentation that must be submitted with application:
    a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
    b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
    c. Complete narrative about your organization, including:
        i. Description of services provided;
        ii. Number and type of patients served;
        iii. Description of facilities, including number of beds; and
        iv. Overview of key staff and their qualifications.
    d. Certificate of accreditation, license, or letter of approval from a nationally recognized accrediting or licensing agency OR research grant from National Institutes of Health or similar national advisory organization.
    e. Articles of incorporations, bylaws, charter or other organizing document *(optional)*
    f. List of additional research grants awarded *(optional)*

Provider of Assistance to Impoverished (Non-Profit)

1. In order to be eligible under this category, services to impoverished persons (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902) must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the impoverished is peripheral and incidental, the entity would not be eligible.
2. Required additional documentation that must be submitted with application:
    a. Letter from IRS certifying as a 501(C) non-profit. IRS ruling letter must include current name and address.
    b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
    c. Latest Annual Financial Statement
    d. Public Recognition as an Impoverished Assistance Provider. Provide letter of endorsement from an official (i.e. Mayor, Head of Welfare Dept., Social Services Director, county supervisor, head of agency that oversees program, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include documented receipt of Federal/State Block Grant Funds for poverty programs, or proof of membership or affiliation with national organization that provides support for impoverished (i.e. Second Harvest National Food Bank Network, Habitat for Humanity, Salvation Army).
    e. Complete narrative about your organization, including:
        i. Comprehensive description of services (assistance to impoverished must be primary mission);
        ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
        iii. Requirements for clients to be eligible to receive services, including any required fees;
        iv. Description of facilities;
        v. Hours/days of operation;
        vi. Description of funding source(s) with supporting documentation; and
        vii. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications.
    f. Description of how your organization determines if a person is eligible to receive assistance, and how your organization determines if that person is impoverished. Your organization's primary function must to provide money, goods, or services to families or individuals whose annual incomes are below the poverty line (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902). If recipients are required to complete an application before receiving services, please attach a sample application.
    g. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
    h. Signed Articles of Incorporation, Bylaws, Charter or other organizing document
    i. Brochures (or other printed materials) or link to website *(Optional)*

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

Provider of Assistance to Homeless Persons (Non-Profit)

1. In order to be eligible under this category, services to the homeless must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the homeless is peripheral and incidental, the entity would not be eligible. Property donated must be used in a program primarily for homeless persons. Examples of eligible programs include:
    a. Overnight, daytime and around-the-clock shelters.
    b. Shelters for battered spouses, abused children, and orphans.
    c. Halfway houses or transitional housing for temporary residence of homeless parolees, mental patients, and/or substance abusers.
    d. Food banks that provide food directly to facilities where homeless people are fed may be eligible.
2. Required additional documentation that must be submitted with application:
    a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
    b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
    c. Public Recognition as a Homeless Assistance Provider. Please provide a letter from a local city official (i.e. Mayor, Head of Welfare Dept., Social Services Director, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include:
        i. Occupancy permit or fire and safety inspection certificate.
        ii. Documented receipt of FEMA funds for Federal/State Block Grant Funds for homeless programs
    d. Complete narrative about your organization, including:
        i. Comprehensive description of services provided (assistance to homeless must be primary mission);
        ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
        iii. Requirements for clients to be eligible to receive services, including any required fees;.
        iv. Description of facilities, including hours/days of operation;
        v. Description of funding source(s) with supporting documentation; and
        vi. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications.
    e. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
    f. Signed Articles of Incorporation, Bylaws, Charter or other organizing document *(Optional)*
    g. Brochures (or other printed materials) or link to website *(Optional)*

Provider of Assistance to Older Americans (Non-Profit)

1. In order to be eligible under this category, an organization must receive state, federal or local government appropriate funds for operation of an older individual program under the Older American Act.
2. Required additional documentation that must be submitted with application:
    a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
    b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
    c. Certification establishing that applicant is receiving state, federal or local government-appropriated funds for operation of older individual program under the Older American Act.
    d. Complete narrative about your organization, including:
        i. Description of services provided;
        ii. Description of facilities;
        iii. Overview of key staff and their qualifications; and
        iv. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly).
    e. Proof of current accreditation, approval or licensing if appropriate (i.e. medical center)
    f. Articles of incorporations, bylaws, charter or other organizing document *(optional)*

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

Education Organization (Non-Profit) **Public schools & colleges should see the Government or Public Agency category on page 7.*

1. In order to be eligible under this category, must be accredited or approved by nationally recognized accrediting agency (ex. Texas Education Agency, Southern Association of Colleges & Schools' Commission on Colleges) or the current recipient of research grants by a recognized authority such as the National Institute of Education, or by similar national advisory organization.
2. Includes charter schools, private schools (K-12), private colleges or universities, and research organizations.
3. Required additional documentation that must be submitted with application:
    a. Certificate of accreditation or letter of approval from a nationally recognized accrediting agency OR research grant from National Institute of Education or similar national advisory organization.
    b. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
    c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
    d. Complete narrative about your organization, including:
        i. course levels;
        ii. enrollment;
        iii. facilities; and
        iv. staff information,
    e. Articles of incorporations, bylaws, charter or other organizing document *(optional)*
    f. List of additional research grants awarded *(optional)*

Museums, Libraries & Zoos

1. In order to be eligible under this category, a museum must be open to the public a minimum of 1,000 hours per year (1,000 hours **cannot** be by appointment). Also, must have a minimum of one fulltime staff member or the equivalent (for example, one staff member who works 40 hours per week or two staff members who work 20 hours each per week).
2. Required additional documentation that must be submitted with application:
    a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
    b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
    c. Complete narrative about your organization, including
        i. description of type(s) of exhibits;
        ii. brochures, pamphlets or website;
        iii. days and hours open to the public; and
        iv. location(s).
    d. Staff roster, including average number of hours each staff member works per week (may be volunteer or paid).
    e. Pictures of exhibits, signage, facilities, and posted hours of operation.
    f. Articles of incorporations, bylaws, charter or other organizing document *(optional)*
    g. Organizational Memberships *(optional)*

Service Educational Activities

1. The following Service Educational Activities (SEA) are eligible: American National Red Cross, Armed Services, YMCA of the USA, Big Brothers/Big Sisters of America, Boys and Girls Clubs of America, Boy Scouts of America, Camp Fire, Inc., Center for Excellence in Education, Girl Scouts of the USA, Little League Baseball, Inc., Marine Cadets of America, National Association for Equal Opportunity in Higher Education, National Civilian Community Corps, National Ski Patrol System, Inc., Naval Sea Cadet Corps, Operation Raleigh, United Service Organizations, Inc., U.S. Olympic Committee, Young Marines of the Marine Corps, League/Marine Corps League.
2. Required additional documentation that must be submitted with application
    a. Proof of association with the national organization (ex. Boy Scouts of America charter).
    b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

SBA 8(a) Business

1. Businesses that are currently part of the U.S. Small Business Administration's 8(a) Business Development Program may participate in the FSP program. Businesses are only eligible to receive property during their nine (9) year membership in the 8(a) program.
2. Required additional documentation that must be submitted with application: Letter from the U.S. Small Business Administration certifying your company as a member of the 8(a) Business Development Program.
3. **IMPORTANT NOTE**: Some of the terms and conditions on pages 5-6 do not apply to SBA 8(a) businesses. As an SBA 8(a) business, you must follow SBA property compliance guidelines. Please contact your SBA District Office for their complete terms and conditions.

Veterans' Organizations

1. Select veterans' service organizations are eligible for FSP following the passage of the FOR VETS Act of 2013.
2. For eligibility purposes, "Veterans Organizations" means organizations eligible to receive Federal surplus property for purposes of providing services to veterans under 40 U.S.C. 549(c)(3)(C). Eligible veterans organizations are those whose (1) membership comprises substantially veterans (at least 33%); and (2) representatives are recognized by the Secretary of Veterans Affairs under 38 U.S.C. 5902. The Department of Veterans Affairs maintains a searchable Web site of recognized organizations. The address is http://www.va.gov/ogc/apps/accreditation/index.asp.
3. Examples of organizations and its local chapters/districts that may be eligible: African American PTSD Association, American Ex-Prisoners of War, Inc., American GI Forum National Veterans Outreach Program, American Legion, AMVETS, Armed Forces Services Corporation, Army and Navy Union, U.S.A., Inc., Associates of Vietnam Veterans of America, Blinded Veterans Association, Catholic War Veterans of the U.S.A., Inc., Disabled American Veterans, Fleet Reserve Association, Gold Star Wives of America, Inc., Italian American War Veterans of the United States, Inc., Jewish War Veterans of the U.S.A., Legion of Valor of the United States of America, Inc., Marine Corps League, Military Order of the Purple Heart, National Amputation Foundation, Inc., National Association for Black Veterans, Inc., National Association of County Veterans Service Officers, Navy Mutual Aid Association, Non Commissioned Officers Association of the U.S.A, Paralyzed Veterans of America, Polish Legion of American Veterans, U.S.A, The Retired Enlisted Association, United Spanish War Veterans, United Spinal Association, Inc., Veterans of Foreign Wars of the United States, Veterans of the Vietnam War, Inc. & the Veterans Coalition, Vietnam Era Veterans Association, and Vietnam Veterans of America.
4. Required additional documentation that must be submitted with application:
    a. Complete narrative about your organization, including:
        i. Description of services provided ;
        ii. Percentage of membership comprised of veterans; and
        iii. Facility information & location.
    b. Proof of affiliation with an eligible veterans organization recognized by the Secretary of Veterans Affairs under section 5902 of title 38 of the FORVETS Act of 2013 (*see Dept. of Veterans website: http://www.va.gov/ogc/apps/accreditation/index.asp.)*
    c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

SEND APPLICATIONS TO:
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
EMAIL: Federal.surplus@tfc.state.tx.us

AI-55656 **Executive Office** **21. D.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval for the County Judge to sign a certificate for Clifton Higher Education Facilities Finance Corporation Education Revenue and Refunding Bonds (IDEA Public Schools), Series 2016A and Series 2016B, solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code

BACKGROUND

Steve Crain, Legal Counsel

Fiscal Impact

Attachments

Certificate
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2016 09:16 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Monica Badillo		Started On: 08/02/2016 08:32 AM
Final Approval Date: 08/05/2016		

CERTIFICATE OF THE COUNTY JUDGE OF HIDALGO COUNTY, TEXAS

The undersigned County Judge of Hidalgo County, Texas, (the "County") hereby certifies with respect to the issuance of the Clifton Higher Education Finance Corporation Education Revenue and Refunding Bonds (IDEA Public Schools), Series 2016A and Education Revenue and Refunding Bonds (IDEA Public Schools), Series 2016B (the "Bonds").

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as Exhibit A relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds and the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as Exhibit A to the attached Certificate of Public Hearing Officer and the conducting of such Public Hearing.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS; OR (4) A REPRESENTATION THAT EITHER THE COUNTY OR THE COUNTY JUDGE IS PASSING ON THE ADEQUACY OF THE REVENUES PLEDGE FOR PAYMENT ON THE BONDS, THE MARKETABILITY OF THE BONDS, OR THE FINANCIAL CONDITION OF IDEA PUBLIC SCHOOLS.

[*Execution page follows*]

Date: _____

_____
County Judge, Hidalgo County, Texas

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

CLIFTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE AND REFUNDING BONDS
(IDEA PUBLIC SCHOOLS)
SERIES 2016A

CLIFTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE AND REFUNDING BONDS
(IDEA PUBLIC SCHOOLS)
SERIES 2016B

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

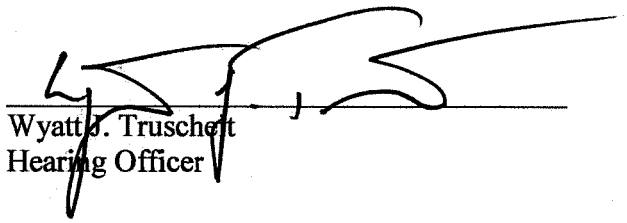
1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in The Brownsville Herald and The Monitor, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A.**

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 22nd day of July, 2016.



Wyatt J. Truscheit
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

BROWNSVILLE

The Herald

PUBLISHER'S AFFIDAVIT

STATE OF TEXAS
COUNTY OF CAMERON

I Jose Andres Carrizales, being duly sworn on his oath states that he is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

Date: July 4, 2016

Acct: 40009830 ANDREWS KURTH

Ticket: 85107654

Subscribed and sworn to before me on this the 5 day of July 2016.

SYLVIA ANN GONZALEZ
Notary Public, State of Texas
Notary ID #12679868-8
My Commission Expires 3-6-2017

Notary Public, Cameron County
State of Texas

NOTICE OF PUBLIC HEARING

(Rio Grande Valley)

CLIFTON HIGHER EDUCATION FINANCE CORPORATION EDUCATION REVENUE AND REFUNDING BONDS (IDEA PUBLIC SCHOOLS) SERIES 2016A

CLIFTON HIGHER EDUCATION FINANCE CORPORATION EDUCATION REVENUE AND REFUNDING BONDS (IDEA PUBLIC SCHOOLS) SERIES 2016B

Notice is hereby given of a joint hearing to be held on behalf of the Clifton Higher Education Finance Corporation (the "Issuer") on July 22, 2016, at 9:00 AM at 505 Angelita Drive, Suite 9, Weslaco, Texas 78599, with respect to the captioned bonds (the "Bonds"). The Bonds will be issued in an aggregate principal amount not to exceed $200,000,000 by the Issuer. The proceeds of the Bonds will be issued as part of a plan of finance and loaned to IDEA Public Schools, a Texas nonprofit corporation (the "Borrower") for the following purposes:

(1) financing, refinancing, and/or refunding the costs of acquiring, constructing, improving, and equipping educational facilities for pre-K, primary, and secondary school students of the Borrower, including:

(1) IDEA Headquarters, 505 Angelita Drive, Suite 9, Weslaco, Texas 78599 and 2112 W. Pike Boulevard, Welaco, Texas 78596 ("Rio Grande Valley Headquarters");
(2) IDEA Alamo Academy and College Preparatory, 327 E. FM 495, Alamo, Texas 78516 ("Alamo Campus");
(3) IDEA Brownsville Academy and College Preparatory, 4395 Paredes Line Road, Brownsville, Texas 78526 ("Brownsville Campus");
(4) IDEA Donna Academy Donna College Preparatory, 401 S. 1st Street, Donna, Texas 78537 ("Donna Campus");
(5) IDEA Edinburg Academy and College Preparatory, 2553 N. Roegiers Road, Edinburg, Texas 78541 ("Edinburg Campus");
(6) IDEA Frontier Academy and College Preparatory, 2800 S. Dakota Avenue, Brownsville, Texas 78521 ("Frontier Campus");
(7) IDEA McAllen Academy and College Preparatory, 201 N. Bentsen Road, McAllen, Texas 78501 ("McAllen Campus");
(8) IDEA Mission Academy and College Preparatory, 1600 S. Schuerbach Road, Mission, Texas 78572 ("Mission Campus");
(9) IDEA North Mission Academy and College Preparatory, 2706 N. Holland Avenue, Mission, Texas 78574 ("North Mission Campus");
(10) IDEA Pharr Academy and College Preparatory, 600 E. Las Milpas Road, Pharr, Texas 78577 ("Pharr Campus");
(11) IDEA Quest Academy and College Preparatory, 14001 N. Rooth Road, Edinburg, Texas 78541 ("Quest Campus");
(12) IDEA Riverview Academy and College Preparatory, 30 Palm Boulevard, Brownsville, Texas 78526 ("Riverview Campus");
(13) IDEA San Benito Academy and College Preparatory, 2151 Russell Lane, San Benito, Texas 78586 ("San Benito Campus");
(14) IDEA San Juan Academy, 200 North Nebraska Street, San Juan, Texas 78589 and IDEA San Juan College Preparatory, 600 E. Sioux Road, San Juan, Texas 78589 (collectively, "San Juan Campuses");
(15) IDEA Weslaco Academy and College Preparatory, 2931 E. Sugar Cane Drive, Weslaco, Texas 78599 ("Weslaco Campus");
(16) IDEA Weslaco Pike Academy and College Preparatory, 1000 E. Pike Boulevard, Weslaco, Texas 78596 ("Pike Campus");
(17) IDEA Carver Academy and College Preparatory, 217 Robinson Place, San Antonio, Texas 78202 ("Carver Campus");
(18) IDEA Eastside Academy and College Preparatory, 2519 Martin Luther King Drive, San Antonio, Texas 78220 ("Eastside Campus");
(19) IDEA Judson Academy and College Preparatory, 13427 Judson Road, San Antonio, Texas 78233 ("Judson Campus");
(20) IDEA Mays Academy and College Preparatory, 1210 Horal Road, San Antonio, Texas 78245 ("Mays Campus");
(21) IDEA Monterrey Park Academy and College Preparatory, 222 S.W. 39th Street, San Antonio, Texas 78237 ("Monterrey Park Campus");
(22) IDEA South Flores Academy and College Preparatory, 6919 S. Flores Street, San Antonio, Texas 78221 ("South Flores Campus");

(23) IDEA Walzem Academy and College Preparatory, 6445 Walzem Road, San Antonio, Texas 78239 ("Walzem Campus");
(24) IDEA Allan Academy and College Preparatory, 1701 Vargas Road, Austin, Texas 78741 ("Allan Campus");
(25) IDEA Bluff Springs Academy and College Preparatory, 1700 E. Slaughter Lane, Austin, Texas 78744 ("Bluff Springs Campus");
(26) IDEA Rundberg Academy and College Preparatory, 9504 N. Interstate 35 (Rundberg Lane), Austin, Texas 78753 ("Rundberg Campus");
(27) IDEA Najim Academy and College Preparatory, 926 S. WW White Road, San Antonio, Texas 78220 ("Najim Campus");
(28) IDEA Brackenridge Academy and College Preparatory, 5555 Old Pearsall Road, San Antonio, Texas 78242 ("Brackenridge Campus");
(29) IDEA Rio Grande City Academy and College Preparatory, 2803 W. Monarch Lane, Rio Grande City, Texas 78582 ("Rio Grande City Campus");
(30) An approximate 13 acre portion of ABS 315 SUR 63 GATES G ACR 46.139 (1-D-1) bounded on the west side by N. FM 973 and bounded on the east side by Suncrest Road, just north of Shadowglen Trace (14300 N. FM 973), Manor, Travis County, Texas 78653 ("Manor Campus");
(31) Approximately 15.671 acres of land in Manor, Texas, located at the southwest corner of Wells Branch Parkway and Immanuel Road, in the City of Pflugerville, Travis County, Texas 78660 ("Pflugerville Campus");
(32) A 14 acre portion of tract "A98 BLAKELY,NANCY,ACRES 93.013" located on the east side of FM304, southeast of Home Depot Way in Bastrop, Texas 78602 ("Bastrop Campus");
(33) An approximate 13 acre portion of a 24 acre tract, specifically Tracts 1-4 described as BLOCK 15, N.C.B. 18105, BLOCK 16, N.C.B. 18106, BLOCK 9, N.C.B. 18099 & BLOCK 12, N.C.B. 18102, and BLOCK 10, N.C.B. 18100 & BLOCK 13, N.C.B. 18103 located at the northwest corner of Wurzbach Road and Crystal Run, San Antonio, Texas 78238 ("Crystal Run Campus");
(34) 24 acre of land comprised of tracts CB 4433 BLK 102 LOT 2 COTTAGES AT TIMBERHILL SUB'D, CB 4433 BLK 102 LOT 1 COTTAGES AT TIMBERHILL SUB'D, CB 4433 BLK 102 LOT 3 COTTAGES AT TIMBERHILL SUB'D, CB 4433 P-138A ABS 573, and NCB 18620 LOT P-25E .101 CB 4433 P-25E ABS 573 2.263 (TWIN CREEK ANNEXATION), adjacent to the southwest by Timberhill Drive, and northwest by Grissom Road, in Leon Valley, Texas, 78238 ("Timberhill Campus");
(35) 15 acres located on Edinburg Avenue and Zavala Street in Elsa, Texas ("Elsa Campus");
(36) Portion of North East tract at County Road 2179 and Highway 83E in Penitas, Texas ("Penitas Campus");
(37) 27.1424 gross acres out of 242 gross acres located at the northeast corner of Old Alice Road and Sports Park Boulevard, in Cameron County, Brownsville, Texas ("Old Alice Road Site");
(38) 34.66 acre parcel known as Parker Subdivision Abst 2 PT BLK 23 located in Los Fresnos, Texas 78566 ("Los Fresnos Campus No. 1");
(39) A 20 acre portion from ABST2-UNDIVIDED SHAR 19 TRACT 42, W 196AC of 359AC, fronting Paredes Line Road located in Los Fresnos, Texas 78566 ("Los Fresnos Campus No. 2");
(40) IDEA Tres Lagos Academy and College Preparatory, 5200 Tres Lagos, Edinburg, Texas 78541 ("Tres Lagos Campus");
(41) IDEA Ewing Halsell Academy and College Preparatory, 2523 W. Ansley Boulevard, San Antonio, Texas 78224 ("Ewing Halsell Campus"); and

(2) paying a portion of the costs of issuance of the Bonds.

The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Wyatt J. Truscheit or his designee (the Hearing Officer). All interested persons are invited to attend such public hearing to express their views with respect to the above-described project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (713) 238-7453. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

07/4/2016

40009830 - Andrews Kurth LLP - 30009316

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

Sandra Perez being duly Sw orn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

July 5, 2016

Subscribed and sworn to before me this the 1st day of August A.D. 2016

Norma I. Barras
Notary Public, Hidalgo County

NORMA I BARRAS
Notary ID # 128747846
My Commission Expires
September 22, 2019

NOTICE OF PUBLIC HEARING

(Rio Grande Valley)

CLIFTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE AND REFUNDING BONDS
(IDEA PUBLIC SCHOOLS)
SERIES 2016A

CLIFTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE AND REFUNDING BONDS
(IDEA PUBLIC SCHOOLS)
SERIES 2016B

Notice is hereby given of a joint hearing to be held on behalf of the Clifton Higher Education Finance Corporation (the "Issuer") on July 22, 2016, at 9:00 AM at 505 Angelita Drive, Suite 9, Weslaco, Texas 78599, with respect to the captioned bonds (the "Bonds"). The Bonds will be issued in an aggregate principal amount not to exceed $200,000,000 by the Issuer. The proceeds of the Bonds will be issued as part of a plan of finance and loaned to IDEA Public Schools, a Texas nonprofit corporation (the "Borrower") for the following purposes:

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(2) IDEA Alamo Academy and College Preparatory, 327 E. FM 495, Alamo, Texas 78516 ("Alamo Campus");

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(4) IDEA Donna Academy Donna College Preparatory, 401 S. 1st Street, Donna, Texas 78537 ("Donna Campus");

(5) IDEA Edinburg Academy and College Preparatory, 2553 N. Roegiers Road, Edinburg, Texas 78541 ("Edinburg Campus");

(6) IDEA Frontier Academy and College Preparatory, 2800 S. Dakota Avenue, Brownsville, Texas 78521 ("Frontier Campus");

(7) IDEA McAllen Academy and College Preparatory, 201 N. Bentsen Road, McAllen, Texas 78501 ("McAllen Campus");

(8) IDEA Mission Academy and College Preparatory, 1600 S. Schuerbach Road, Mission, Texas 78572 ("Mission Campus");

(9) IDEA North Mission Academy and College Preparatory, 2706 N. Holland Avenue, Mission, Texas 78574 ("North Mission Campus");

(10) IDEA Pharr Academy and College Preparatory, 600 E. Las Milpas Road, Pharr, Texas 78577 ("Pharr Campus");

(11) IDEA Quest Academy and College Preparatory, 14001 N. Rooth Road, Edinburg, Texas 78541 ("Quest Campus");

(12) IDEA Riverview Academy and College Preparatory, 30 Palm Boulevard, Brownsville, Texas 78526 ("Riverview Campus");

(13) IDEA San Benito Academy and College Preparatory, 2151 Russell Lane, San Benito, Texas 78586 ("San Benito Campus");

(14) IDEA San Juan Academy, 200 North Nebraska Street, San Juan, Texas 78589 and IDEA San Juan College Preparatory, 600 E. Sioux Road, San Juan, Texas 78589 (collectively, "San Juan Campuses");

(15) IDEA Weslaco Academy and College Preparatory, 2931 E. Sugar Cane Drive, Weslaco, Texas 78599 ("Weslaco Campus");

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(28) IDEA Brackenridge Academy and College Preparatory, 5555 Old Pearsall Road, San Antonio, Texas 78242 ("Brackenridge Campus");

(29) IDEA Rio Grande City Academy and College Preparatory, 2803 W. Monarch Lane, Rio Grande City, Texas 78582 ("Rio Grande City Campus");

(30) An approximate 13 acre portion of ABS 315 SUR 63 GATES G ACR 46.139 (1-D-1) bounded on the west side by N. FM 973 and bounded on the east side by Suncrest Road, just north of Shadowglen Trace (14300 N. FM 973), Manor, Travis County, Texas 78653 ("Manor Campus");

(31) Approximately 15.671 acres of land in Manor, Texas, located at the southwest corner of Wells Branch Parkway and Immanuel Road, in the City of Pflugerville, Travis County, Texas 78660 ("Pflugerville Campus");

(32) A 14 acre portion of tract "A98 BLAKELY,NANCY,ACRES 93.013" located on the east side of FM304, southeast of Home Depot Way in Bastrop, Texas 78602 ("Bastrop Campus");

(33) An approximate 13 acre portion of a 24 acre tract, specifically Tracts 1-4 described as BLOCK 15, N.C.B. 18105, BLOCK 16, N.C.B. 18106, BLOCK 9, N.C.B. 18099 & BLOCK 12, N.C.B. 18102, and BLOCK 10, N.C.B. 18100 & BLOCK 13, N.C.B. 18103 located at the northwest corner of Wurzbach Road and Crystal Run, San Antonio, Texas 78238 ("Crystal Run Campus");

(34) 24 acre of land comprised of tracts CB 4433 BLK 102 LOT 2 COTTAGES AT TIMBERHILL SUB'D, CB 4433 BLK 102 LOT 1 COTTAGES AT TIMBERHILL SUB'D, CB 4433 BLK 102 LOT 3 COTTAGES AT TIMBERHILL SUB'D, CB 4433 P-138A ABS 573, and NCB 18620 LOT P-25E .101 CB 4433 P-25E ABS 573 2.263 (TWIN CREEK ANNEXATION), adjacent to the southwest by Timberhill Drive, and northwest by Grissom Road, in Leon Valley, Texas, 78238 ("Timberhill Campus");

(35) 15 acres located on Edinburg Avenue and Zavala Street in Elsa, Texas ("Elsa Campus");

(36) Portion of North East tract at County Road 2179 and Highway 83E in Penitas, Texas ("Penitas Campus");

(37) 27.1424 gross acres out of 242 gross acres located at the northeast corner of Old Alice Road and Sports Park Boulevard, in Cameron County, Brownsville, Texas ("Old Alice Road Site");

(38) 34.66 acre parcel known as Parker Subdivision Abst 2 PT BLK 23 located in Los Fresnos, Texas 78566 ("Los Fresnos Campus No. 1");

(39) A 20 acre portion from ABST2-UNDIVIDED SHAR 19 TRACT 42, W 196AC of 359AC, fronting Paredes Line Road located in Los Fresnos, Texas 78566 ("Los Fresnos Campus No. 2");

(40) IDEA Tres Lagos Academy and College Preparatory, 5200 Tres Lagos, Edinburg, Texas 78541 ("Tres Lagos Campus");

(41) IDEA Ewing Halsell Academy and College Preparatory, 2523 W. Ansley Boulevard, San Antonio, Texas 78224 ("Ewing Halsell Campus"); and

(2) paying a portion of the costs of issuance of the Bonds.

The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Wyatt J. Truscheit or his designee (the Hearing Officer). All interested persons are invited to attend such public hearing to express their views with respect to the above-described project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (713) 238-7453. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

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Mario Guerra

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Prominent Valley Produce company has an opening for a Master Mechanic.
- Will manage a staff to support repair and maintain processing and packaging equipment. Needs working knowledge of hydraulic, air compression, mechanical and electronic systems.
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EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

Name of Attendee	Comment
1. _____	_____
2. _____	_____
3. _____	_____

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

FW: IDEA Public Schools - Certificate of Approval for Hidalgo County Judge

From : Steve Crain <scrain@atlashall.com> Tue, Aug 02, 2016 07:22 AM
Subject : FW: IDEA Public Schools - Certificate of Approval for Hidalgo County Judge 1 attachment
To : 'Valde Guerra' <valde.guerra@co.hidalgo.tx.us>, 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Can we get another IDEA bond approval on the next agenda?

From: Chang, Cathleen [mailto:CathleenChang@andrewskurth.com]
Sent: Monday, August 01, 2016 4:54 PM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: IDEA Public Schools - Certificate of Approval for Hidalgo County Judge

Hi Steve,

We have another Certificate of Approval for the County Judge for IDEA Public Schools. Attached is the Certificate of Approval, and below is background information and agenda language. Let me know if we will be able to get on the next agenda for approval. Thanks!

Background information

IDEA Public Schools is requesting your approval of a proposed tax-exempt bond issue, as required by the Internal Revenue Code of 1986, as amended (the "Code"). The bonds will not be a debt or liability of Hidalgo County, Texas (the "County"). The consent being requested herein is only for the purposes of complying with federal tax law regarding tax-exempt financing. For your information, the County approved a similar transaction in July 2016 for Responsive Education Solutions.

IDEA Public Schools is a qualified 501(c)(3) charitable organization, and therefore is eligible to participate in tax-exempt financings. However, unlike a governmental issuer (e.g., a city, county, or school district), a 501(c)(3) organization must issue bonds through a state-approved conduit and must conduct a public hearing on the financing. Code §147(f) requires that the "highest elected official" of the County approve the transaction after the public hearing is held since one of the campuses will be located in the County. The public hearing was held on July 22, 2016.

IDEA Public Schools is financing the construction and equipment of:

1. IDEA Headquarters, 505 Angelita Drive, Suite 9, Weslaco, Texas 78599 and 2112 W. Pike Boulevard, Welaco, Texas 78596 ("Rio Grande Valley Headquarters");
2. IDEA Alamo Academy and College Preparatory, 327 E. FM 495, Alamo, Texas 78516 ("Alamo Campus");
3. IDEA Donna Academy Donna College Preparatory, 401 S. 1st., Donna, Texas 78537 ("Donna Campus");
4. IDEA Edinburg Academy and College Preparatory, 2553 N. Roegiers Road, Edinburg, Texas 78541 ("Edinburg Campus");
5. IDEA McAllen Academy and College Preparatory, 201 N. Bentsen Road, McAllen, Texas 78501 ("McAllen Campus");
6. IDEA Mission Academy and College Preparatory, 1600 S. Schuerbach Road, Mission, Texas 78572 ("Mission Campus");
7. IDEA North Mission Academy and College Preparatory, 2706 N. Holland Ave, Mission Texas 78574 ("North Mission Campus");

8. IDEA Pharr Academy and College Preparatory, 600 E. Las Milpas Road, Pharr, Texas 78577 ("Pharr Campus");
9. IDEA Quest Academy and College Preparatory, 14001 N. Rooth Road, Edinburg, Texas 78541 ("Quest Campus");
10. IDEA San Juan Academy, 200 North Nebraska St., San Juan, Texas 78589 and IDEA San Juan College Preparatory, 600 E. Sioux Rd., San Juan, Texas 78589 (collectively, "San Juan Campus");
11. IDEA Weslaco Academy and College Preparatory, 2931 E. Sugar Cane Drive, Weslaco, Texas 78599 ("Weslaco Campus");
12. IDEA Weslaco Pike Academy and College Preparatory, 1000 E. Pike Boulevard, Weslaco, Texas 78596 ("Weslaco Pike Campus");
13. 15 acres located on Edinburg Ave. and Zavala Street in Elsa, Texas ("Elsa Campus");
14. Portion of North East tract at County Road 2179 and Highway 83E in Penitas, Texas ("Penitas Campus"); and
15. IDEA Tres Lagos Academy and College Preparatory, 5200 Tres Lagos, Edinburg, Texas 78541 ("Tres Lagos Campus").

IDEA Public Schools is financing at tax-exempt interest rates through a bond issue facilitated by Clifton Higher Education Facilities Finance Corporation. Andrews Kurth LLP serves as bond counsel for the transaction.

Agenda language

"Approval for the County Judge to sign a certificate for Clifton Higher Education Facilities Finance Corporation Education Revenue and Refunding Bonds (IDEA Public Schools), Series 2016A and Series 2016B, solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code."

Cathleen Chang
Associate

Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
713.220.3808 Phone
713.238.7453 Fax
713.220.3909 Assistant Phone - Karen Clowson
CathleenChang@andrewskurth.com
vCard | Bio | andrewskurth.com | Twitter | Facebook

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IDEA - Certificate of Hidalgo County Judge.pdf
2 MB

AI-55651 **Executive Office** **21. E.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Service (1100):
Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice Date	PO#	Amount	Purpose/Event
Jason's Deli	7/28/16	746665	$ 39.40	Civil Service Commission Meeting 7/28/16

BACKGROUND

Due to not meeting 2hr. limit.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-50-125-037-0-630

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

BUDGETARY IMPACT:

PO 746665

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2016 04:40 PM
Linda Flores	Linda Flores	08/02/2016 09:49 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Monica Badillo		Started On: 08/01/2016 01:37 PM
Final Approval Date: 08/05/2016		

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: Civil Service
Department Contact Name: Hermelinda Solis
Contact Phone Number: 956-318-2660

EVENT INFORMATION

Date: 7/28/2016 Start Time: 6:03 PM End Time: 7:25 PM

Duration: 1:22 Location: 100 E. Cano, Edinburg, TX 78539

Purpose of Event:
x Meeting ____ Training ____ Other: ____
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees 2 + Non-County Employees 3 = Total 5

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast ____ + Lunch ____ + Dinner ____ = Total 0
Refreshments: ____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ 32.95	$ -
Refreshments Expense:	$ 6.45	$ -
Related Expenses:	$ -	$ -
Total Event Expenses:	$ 39.40	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: 746665 Account Number: 6-1100-415-50-125-037-0630

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Monica Badillo
Name of Approving County Official/Department Head
(Please Print)

Monica Badillo
Signature of Approving County Official/Department Head

8/01/16
Date

County Auditor's Form M-1 (8/08)

Invoice:

Date Order Placed: 7/27/2016
Delivery Date Time: **7/28/2016** **2:45 PM**
Deliver To: No Address
No Address
Driver's Name:
Delivery Instructions:
Customer PO #: 746665
Ordered By: *, Hermalinda 318-2660

Invoice Number: 1607289023170012

Questions or Comments
1-888-735-1514
www.jasonsdeli.com

Hidalgo County Health Department (CN: 2034)
Attn: *, Hermalinda
Administration Department
1304 S. 25th
Edinburg, T
same
, TX

Jason's Deli - North McAllen
4100 N 2nd St
McAllen, TX 78504
,
956-664-2199

Customer Name: **Hidalgo County Health Department**

Menu Items Purchased:

Quantity	Item	Description	Each	Amount
5	CPP TK BOX (5 CPP BOX TCPP Turkey Box (5 CPP BOX TK)		6.59	32.95
	Options:	Multi Grain Wheat; CHIC		
3	CAN SODA (3 Can Soda)	Bulk Can Soda (3 Can Soda)	1.29	3.87
	Options:	Sprite Can		
2	CAN SODA (2 Can Soda)	Bulk Can Soda (2 Can Soda)	1.29	2.58
	Options:	Coke Can		

*** Item list continued on next page ***

Subtotal	**$39.40**
Tax	$0.00
Delivery Fee	$0.00
Order Total	**$39.40**
Added Tip	
Grand Total	

Please initial tip ___

INVOICE RECEIVED BY: Nelli 7/28/16
CHECKED BY: Monica on 7/28/16

PO746665

61100-415-50125-037-0-630

Customer Signature

Printed Name

Thank you for being a Jason's Deli Customer

Due upon receipt --- Please detach and return

Payment Method:
Corporate Account

Charged Amount Due $39.40

Site: Jason's Deli - North McAllen
Date: 7/28/2016
Invoice #: 1607289023170012
Customer PO #: 746665
Customer Account No.2034

Please pay from this invoice.
Send your payment to: Jason's Deli
6000 S. Staples Ste. 300
Corpus Christi, Tx 78413

Invoice:

Date Order Placed: 7/27/2016
Delivery Date Time: **7/28/2016** **2:45 PM**
Deliver To: No Address
No Address
Driver's Name:
Delivery Instructions:
Customer PO #: 746665
Ordered By: *, Hermalinda 318-2660

Invoice Number: 1607289023170012

Questions or Comments
1-888-735-1514
www.jasonsdeli.com

Customer Name: **Hidalgo County Health Department**

Menu Items Purchased (Continued):

Quantity	Item	Description	Each	Amount
1	Utensils (1 Utensils)	Plates, Forks, Napkins (1 Utensils)	0.00	0.00
	Options:	No Plates Forks & Napkins		

HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION

NOTICE

NOTICE, IS HEREBY GIVEN IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, THAT A MEETING OF THE HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION WILL BE HELD ON THURSDAY, JULY 28, 2016, AT 5:30 P.M., AT THE HIDALGO COUNTY COMMISSIONERS COURTROOM, LOCATED AT 100 E. CANO, EDINBURG, TEXAS. DISCUSSION AND POSSIBLE ACTION RELATING TO THE FOLLOWING BUSINESS WILL BE TRANSACTED.

At anytime during the course of this meeting, the Board may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. At anytime during the course of this meeting, the Board may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code;

AGENDA

ITEM 1. Call to order;

ITEM 2. Public Comments;

ITEM 3. Approval of minutes of May 12, 2016;

ITEM 4. Discussion, consideration and/or possible action without hearing, consolidation, hearing setting, action on motion for continuance, and/or hearing on the following complaints/grievances;

0416-FM-C-005	0616-PCT#1-C-008
0516-S-D-006	0616-DD#1-C-009

ITEM 5. Adjournment to closed session pursuant to Texas Government Code (551.074) for discussion and/or hearing on one or more of the complaints/grievances listed in Item 4;

ITEM 6. Reconvene in open session;

ITEM 7. Additional discussion and/or possible action on complaints/grievances listed on item 4;

ITEM 8. Adjourn;

TO BE POSTED THIS 22nd DAY OF JULY 2016

Hidalgo County Civil Service Commission

COMMISSIONERS

Michelle "Mickie" Rabinovich

Aurora Villarreal Zamora

Jaime Ortiz

Mercedes S. Espinosa

Civil Service Attorney

ESPINOSA LAW FIRM, P.L.L.C.
4300 N. McColl Road
McAllen, Texas 78504

Phone: 956-686-6490

Fax: 956-686-6491

www.espinosalawfirm.com

HIDALGO COUNTY, TEXAS
Civil Service Meeting

held on:

July 28, 2016
(month, date, year)

Hidalgo County Civil Service Commission

COMMISSIONERS

Michelle "Mickie" Rabinovich

Aurora Villarreal Zamora

Jaime Ortiz

Chairperson _____
Michelle Rabinovich

Vice-Chairperson _____
Aurora Villarreal

Commissioner _____
Jaime Ortiz

Mercedes S. Espinosa

Civil Service Attorney

Attorney _____
Mercedes S. Espinosa

ESPINOSA LAW FIRM, P.L.L.C.
4300 N. McColl Road
McAllen, Texas 78504

Phone: 956-686-6490

Fax: 956-686-6491

www.espinosalawfirm.com

County Operations Administrator
~~Executive Assistant II~~ _____
~~Nereida Garza~~ Raul Silguero Jr.

Court Reporter _____
Hermelinda Solis

AI-55666 **Executive Office** **21. F.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: John Paul Lugo, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Colonia Access Program:
Discussion, consideration and possible action for approval of Funding Agreement for Border Colonia Access Program 3rd Call Amendment #10. Officially adjust the cost on the following:
Barbosa Lopez No. 3 from $145,063.55 to $112,325.00,
Flora Subdivision from $115,262.11 to $124,389.00,
La Pampa Subdivision from $103,540.46 to 98,418.00,
Martin Subdivision from $108,513.02 to $110,516.00,
Southern Valley Estates From $166,227.35 to $128,124.00.

1) Officially cancels 2 population allocation projects - A. La Fuente Subdivision B. Palm Lake Estates No. 1 Subdivision
2) Officially adds 2 population allocation projects - A. El Paraiso Subdivision B. Palm Subdivision No. 2

BACKGROUND

Subject to legal review.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

No matching funds required.

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-334-30-XXX-XXX-X-000

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

BUDGETARY IMPACT:

Attachments

BCAP 3rd Call Amend. #10
backup
legal approval

Form Review

Inbox	Reviewed By	Date
Yvette Salinas	Yvette Salinas	08/02/2016 03:24 PM
Purchasing Department	Marty Salazar	08/04/2016 10:31 AM
Budget & Management	Veronica Ortiz	08/04/2016 10:40 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Noemi De Los Rios		Started On: 08/02/2016 02:15 PM
Final Approval Date: 08/05/2016		

Contract #__21-8BCF5001_____
District #___21- Pharr_____
Code Chart 64 #_50109_____
Project:_Various Projects in Hidalgo County
CFDA # 20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT #10

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State" and Hidalgo County acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 to effectuate their agreement to establish a transportation program to construct access roads in the County and,

WHEREAS, amendment #1 was executed on the 15th day of January 2009 to transfer funds to other eligible colonia projects as approved by Texas Transportation Commission Minute Order 111637 and,

WHEREAS, amendment #2 was executed on the 17th day of March 2010 to correct a typographical error for Colonia Esperanza #1 and,

WHEREAS, amendment #3 was executed on the 13th day of August 2010 to extend the contract and,

WHEREAS, amendment #4 was executed on the 20th day of June 2011 to remove no longer eligible projects, add one new project and extend the contract and,

WHEREAS, amendment #5 was executed on the 1st day of November 2011 to cancel two non-competitive projects and to transfer 1st and 2nd Call non-competitive and competitive under runs to the 3rd Call and,

WHEREAS, amendment #6 was executed on the 21st day of March 2012 to redefine a non-competitive project and to apply non-competitive under runs to new projects and,

WHEREAS, amendment #7 was executed on the 23rd day of August 2012 to extend the contract and,

WHEREAS, amendment #8 was executed on 28th day of August 2014 to apply non-competitive under runs to new projects and to extend the contract and,

WHEREAS, amendment #9 was executed on 26th day of August 2015 to extend the contract and,

WHEREAS, it has become necessary to amend the agreement; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the County do agree to amend the agreement as follows:

Contract #__21-8BCF5001_____
District #___21- Pharr_____
Code Chart 64 #_50109_____
Project: Various Projects in Hidalgo County
CFDA # 20.205

AGREEMENT

I. Description of Amended items:

Article 3. Schedule is deleted in its entirety and replaced with the following:

3. Schedule. Upon final execution of this agreement and all subsequent amendments, the County shall submit a project schedule. This schedule shall include a monthly project development timeline including estimated monthly expenditures.

Article 4. Project Sources, Uses of Funds, and Reimbursement is deleted in its entirety and replaced with the following:

4. Project Sources, Uses of Funds, and Reimbursement.

a. The State has authorized the total estimated cost of the Project as shown in Attachment B to this agreement. The expected cash contributions from the State, the County, or other parties is shown in Attachment B. The State will reimburse for only eligible Project costs that have been approved by the Texas Transportation Commission. The County must be in compliance with the requirements of this agreement to receive reimbursement of Project costs.
b. The County shall submit monthly billing statements accompanied by a certification of work completion. The State will verify the work completion. Within thirty (30) days of receipt of the billing statement and supporting documentation, the State will reimburse the County. The County shall submit to the State copies of all paid invoices within sixty (60) days of payment.
c. For a Project funded with the County allocation based on colonia population, the State will reimburse Project costs until the County maximum allocation has been reached. Any Project costs above the County maximum allocation shall be the responsibility of the County. Total maximum allowable costs for all combined County Projects shall not exceed $ 16,536,465.98.
d. For a Project specifically selected by statewide competition, the total State reimbursements for each selected Project shall not exceed the amount authorized by the Texas Transportation Commission for that Project.

Article 13. Historically Underutilized Business (HUB) Program Requirements is deleted in its entirety and replaced with the following:

13. Historically Underutilized Business (HUB) Program Requirements. The parties shall comply with the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program requirements.

Attachment B, Project Budget, is deleted in its entirety and replaced with Attachment B-1, Project Budget, which is attached to and made a part of this amendment.

The following is a summary of the changes:
Funds available from deleted projects and remaining available funding from previously completed projects are being made available for use according to Program rules and guidelines for the added projects and projects with adjusted costs indicated on Attachment B-1. This Amendment #10 is not changing the total amount of the contract.

Contract #__21-8BCF5001_____
District #___21- Pharr_____
Code Chart 64 #_50109_____
Project: Various Projects in Hidalgo County
CFDA # 20.205

II. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement of behalf of the party they represent.

All other provisions of the original agreement not hereby amended remain in full force and effect.

IN WITNESSETH WHEREOF, THE STATE AND COUNTY have executed duplicate counterparts to effectuate this agreement.

THE COUNTY
Hidalgo County, Texas

By: _____
Ramon Garcia
County Judge

_____
Date

THE STATE OF TEXAS

By: _____
Toribio Garza, P.E.
Pharr District Engineer

_____
Date

Attachment B-1
Project Budget

Hidalgo County 3rd Call Allocation Projects					
TWDB ID #	**Colonia Name**	**Total Drainage Costs ($)**	**Eligible Roadway Costs ($)**	**Total Eligible Project Costs ($)**	**Amendments**
M1080937	Aldamas Subdivision 1 & 2	220,065	295,784	515,849	
M1080055	Ariel Hinojosa Subdivision	24,310	121,492	145,802	
M1080855	Ash County	32,400	97,905	130,305	
M1080063	Balli Estates	0	536,612	536,612	
M1080642	Barboza Lopez #3 (now part of Delta Court)	10,338	101,986	112,325	Added #8 **Adjusted Cost #10**
M1080079	Basham #14	58,580	188,671	247,251	
M1080082	Basham #18	43,060	124,147	167,207	
~~M1080111~~	~~Blue Star Enterprises #2~~	~~84,050~~	~~203,164~~	~~287,214~~	Deleted #1
M1080120	Brenda Gay	10,800	99,156	109,956	Added #1
M1080141	Casa De Los Vecinos	114,490	423,757	538,247	Added #1
M1080860	Chapa 2 (SL9)	68,400	274,669	343,069	Added #1
M1080148	Chapa North	16,200	69,571	85,771	
M1080149	Chapa South	9,000	66,878	75,878	
M1080154	Citriana Village	165,795	319,875	485,670	
M1080232	Colonia Boyce (for Donna R.O.W.)	0	134,548	134,548	Added #1
~~M1080844~~	~~Colonia Esperanza #1~~	~~19,118~~	~~85,606~~	~~104,724~~	Deleted #2
M1080863	Colonia Esperanza #2	19,118	85,606	104,724	Added #2
M1080181	Colonia Saenz	16,200	50,819	67,019	Added #1
M1080185	Colonia Whalen Road	26,756	98,047	124,803	
~~M1080215~~	~~De Anda Subdivision~~	~~12,600~~	~~51,725~~	~~64,325~~	Deleted #8
~~M1080234~~	~~Dude Hill #1~~	~~28,335~~	~~60,000~~	~~88,335~~	Deleted #6
M1080234	Dude Hill #1	63,585	60,500	124,085	Added #6
M1080247	El Paraiso Subd.	176,292	151,500	327,792	**Added #10**
M1080260	Engleman Estates	43,954	155,608	199,562	Added #6
M1080262	Esperanza Estates	87,255	115,088	202,343	
M1080270	Flora Subd.	12,211	112,178	124,389	Added #8 **Adjusted Cost #10**
M1080274	Foster Subdivision	16,108	95,000	111,108	
M1080300	Hacienda De Los Vegas	4,534	107,976	112,510	
M1080310	Havana Lomas #4	28,710	104,891	133,601	Deleted #1 Added #8

Attachment B-1
Project Budget

Hidalgo County					
3rd Call Allocation Projects					
TWDB ID #	**Colonia Name**	**Total Drainage Costs ($)**	**Eligible Roadway Costs ($)**	**Total Eligible Project Costs ($)**	**Amendments**
M1080311	Havana Lomas #5	25,150	65,000	90,150	Deleted #1 Added #8
M1080314	Heidelberg	$97,300	$690,052	787,352	Added #8
M1080319	High Point Subdivision	0	121,187	121,187	
M1080324	Hilda Subdivision #2	62,020	120,000	182,020	
M1080329	Hoehn Drive Subdivision	105,322	351,701	457,023	
~~M1080932~~	~~Indian Hills East~~	~~0~~	~~1,260,219~~	~~1,260,219~~	Deleted #1
~~M1080348~~	~~Jardin Terrace Subdivision~~	~~55,600~~	~~142,045~~	~~197,645~~	Deleted #1 Added #6 Deleted #8
~~M1080362~~	~~L & P Subd.~~	~~18,000~~	~~99,989~~	~~117,989~~	Added #1 Deleted #4
~~M1080882~~	~~La Flor Estates~~	~~7,638~~	~~84,329~~	~~91,967~~	Deleted #5
~~M1080883~~	~~La Flor Gardens~~	~~7,636~~	~~84,329~~	~~91,965~~	Deleted #5
M1080380	La Homa Grove Estates	37,410	117,816	155,226	
M1080387	La Mesa Subdivision	60,500	149,481	209,981	
M1080388	La Milpa Subd.	39,520	59,865	99,385	Added #6
M1080394	La Pampa Subd.	4,243	94,175	98,418	Added #8 **Adjusted Cost #10**
M1080397	La Suena	126,020	231,579	357,599	
M1080886	Laborsita	5,124	54,900	60,024	
M1080401	Lakeview Subdivision	22,400	355,000	377,400	
M1080406	Las Brisas	47,500	130,000	177,500	
~~M1080411~~	~~Las Fuentes Subd.~~	~~$66,253~~	~~$178,030~~	~~244,283~~	Added #8 **Deleted #10**
M1080413	Las Milpas Subdivision	72,685	117,073	189,758	
M1080421	Loma Linda Heights Subd.	161,250	489,498	650,748	Added #1
M1080422	Lorenzana Subd.	$25,934	$98,074	124,009	Added #8
M1080423	Los Castillos Estates	0	81,524	81,524	Added #1
M1080890	Los Encinos #1	39,585	45,000	84,585	
M1080891	Los Encinos #2	104,425	113,480	217,905	
M1080894	Martin Subdivision	11,016	99,500	110,516	Added #8 **Adjusted Cost #10**
M1080895	Mary Ann	28,800	219,669	248,469	Added #1
M1080454	McColl Estates	68,875	112,423	181,298	
M1080896	McKee #1	36,100	86,774	122,874	

Attachment B-1
Project Budget

Hidalgo County					
3rd Call Allocation Projects					
TWDB ID #	**Colonia Name**	**Total Drainage Costs ($)**	**Eligible Roadway Costs ($)**	**Total Eligible Project Costs ($)**	**Amendments**
M1080461	Mid-Valley Estates	21,600	213,251	234,851	
M1080900	Morningside South	143,325	217,459	360,784	
M1080488	Munoz Estates	193,079	205,871	398,950	Added #5
~~M1080536~~	~~Palm Lake Estates #1~~	~~259,300~~	~~637,162~~	~~698,613~~	**Deleted #10**
M1080834	Palm Subdivision #2	44,882	139,000	183,882	**Added #10**
M1080587	Ramirez Subdivision	0	46,754	46,754	Deleted #1 Added #6
M1080588	Ramirez Subdivision #2	41,700	50,000	91,700	Deleted #1 Added #6
M1080589	Ramirez Subdivision #3	34,650	71,000	105,650	Deleted #1 Added #6
M1080591	Ramon Leal Subdivision	15,570	70,548	86,118	
M1080596	Rancho Escondido	183,270	269,552	452,822	
M1080600	Randolph Barnett #1	32,650	61,553	94,203	Deleted #1 Added #6
M1080603	Rankin Subd.	304,388	275,000	579,388	Added #6
M1080606	Regal Estates	65,200	121,000	186,200	Deleted #1 Added #6
M1080657	Seminary Village Subdivision	36,400	135,000	171,400	
M1080687	South Palm Gardens Estates #1	0	58,759	58,759	
M1080688	South Palm Gardens Estates #2	0	48,602	48,602	
M1080691	Southern Valley Estates	12,624	115,500	128,124	Added #8 **Adjusted Cost #10**
M1080940	Sundown's Retirement Center	100,895	108,871	209,766	
~~M1080752~~	~~Trenton Terrace~~	~~140,840~~	~~135,000~~	~~275,840~~	Deleted #8
~~M1080779~~	~~Valley View Estates~~	~~8,368~~	~~136,555~~	~~144,923~~	Added #1 Deleted #8
~~M1080790~~	~~Village Grove #2~~	~~0~~	~~42,408~~	~~42,408~~	Deleted #8
M1080804	Wes-Mer Subdivision	10,800	78,876	89,676	

Attachment B-1
Project Budget

Hidalgo County					
3rd Call Competitive Projects					
TWDB ID #	**Colonia Name**	**Total Drainage Costs ($)**	**Eligible Roadway Costs ($)**	**Total Eligible Project Costs ($)**	**Amendments**
M1080014	Acevedo Subdivision #4	145,460	282,199	427,659	Added #5
M1080103	Bernal Heights #1	22,744	62,922	85,666	Added #5
M1080220	Delta West Subd.	$41,600	$313,969	$355,569	
M1080228	Diaz Subd.	$9,000	$55,595	$64,595	
M1080230	Dimas #3	117,764	177,785	295,549	Added #5
M1080244	El Mesquite Subdivision	63,875	178,576	242,451	Added #5
M1080312	Havana Subdivision	71,717	106,500	178,217	Added #5
M1080385	La Homa Road (South) Subdivision	100,635	118,471	219,106	Added #5
M1080460	Mesquite Acres Subd.	$98,445	$125,725	$224,170	
~~M1080465~~	~~Miller Resub Lot A~~	~~$60,965~~	~~$76,038~~	~~$137,003~~	Deleted #4
M1080465	Miller Resub Lot A	$0	$3,793	$3,793	Added #4
M1080470	Monica Acres	$35,510	$73,188	$108,698	
M1080495	North Capisallo	23,650	85,351	109,001	Added #5
~~M1080536~~	~~Palm Lake Estates #1~~	~~$57,227~~	~~$140,622~~	~~$197,849~~	**Deleted #10**
M1080557	Pentecostal	110,040	101,167	211,207	Added #5
M1080693	Southside Village	18,280	77,089	95,369	Added #5
M1080727	Tijerina Estates	138,578	130,918	269,496	Added #5 **Adjusted Cost #10**
M1080767	Val Bar Estates	27,250	78,500	105,750	Added #5
~~M1080780~~	~~Vereda Tropical~~	~~$25,660~~	~~$119,307~~	~~$144,967~~	Deleted #8

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (**BCAP**) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — Nominating County

21 — TxDOT District

Palm Subdivision No. 2 (ID#M1080834) — Name of Colonia & Texas Water Development Board ID#

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **(ALLOCATION)** COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work: ***SEE ATTACHMENT "A"***
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving :0.278 miles**

Drainage: Pipe _____ Curb & Gutter _____

Culverts **1,050 L.F. (15"), 70 L.F. (18")** Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: **$180,589.34** Total Drainage Cost: **$36,050.00**
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $216,639.34

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

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3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

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Hidalgo County
Nominating County

21
TxDOT District

El Paraiso Subdivision (ID#M1080247)
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) (ALLOCATION) COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work: *SEE ATTACHMENT "A"*
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: 0.303 miles of reconstruction **Repaving :**

Drainage: Pipe 18" and 24" Curb & Gutter 3,200 LF

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $244,277.79 Total Drainage Cost: $141,600.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $385,877.79

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

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3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

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Hidalgo County	Pharr (21)
Nominating County	TxDOT District
Southern Valley Estates / M1080691	
Name of Colonia & Texas Water Development Board ID#	Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work: See Attachment "A"
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: _____ **Repaving :** 0.231 Mile

Drainage: Pipe _____ Curb & Gutter _____

Culverts 720LF (18") 160LF (24") Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $127,763.56 Total Drainage Cost: $14,608.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $142,371.56

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

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3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

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Hidalgo County	Pharr (21)
Nominating County	TxDOT District
Flora Subdivision / M1080270	
Name of Colonia & Texas Water Development Board ID#	Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) (ALLOCATION) COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work: See Attachment "A"
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: _____ **Repaving :** 0.227 Mile

Drainage: Pipe _____ Curb & Gutter _____

Culverts 29LF (18") 600LF (24" Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $113,600.40 Total Drainage Cost: $9,808.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $123,408.40

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

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3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

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Hidalgo County	Pharr (21)
Nominating County	TxDOT District
Barboza Lopez No. 3 Subdivision / M1080642	
Name of Colonia & Texas Water Development Board ID#	Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work: See Attachment "A"
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: _____ **Repaving :** 0.237 Mile

Drainage: Pipe _____ Curb & Gutter _____

Culverts 384LF(18")200LE(24") 50 LF(18") Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $103,190.12 Total Drainage Cost: $8,304.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $111,494.12

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

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2008 Application for Competitive & Allocation Funds

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Hidalgo County — Nominating County

Pharr (21) — TxDOT District

La Pampa/M1080394 — Name of Colonia & Texas Water Development Board ID#

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) (ALLOCATION) COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work: See Attachment "A"
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: _____ **Repaving :** 0.246

Drainage: Pipe 200 lf 15" ADS Culvert Pipe Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $94,669.07 Total Drainage $3,408.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $98,077.07

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

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Hidalgo County	Pharr (21)
Nominating County	TxDOT District
Martin Subdivision / M1080894	
Name of Colonia & Texas Water Development Board ID#	Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) (ALLOCATION) COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work: See Attachment "A"
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: _____ **Repaving :** 0.199 Mile

Drainage: Pipe _____ Curb & Gutter _____

Culverts 600LF (24") 29LF (18") Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $104,157.93 Total Drainage Cost: $8,848.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $113,005.93

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Amendment #10

From: Steve Crain

To: Noemi Delosrios

BCAP Amendment No. 10 is OK.

-----Original Message-----
From: Noemi Delosrios [mailto:noemi.delosrios@co.hidalgo.tx.us]
Sent: Friday, August 05, 2016 4:55 PM
To: scrain@atlashall.com
Cc: John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>
Subject: Amendment #10

Steve,

Please review the attached document as per Auditor's request.
Discussion, consideration and possible action for approval of Funding Agreement for Border Colonia
adjust the cost on Barbosa Lopez No. 3 from $145,063.55 to $112,325.00, Flora Subdivision from $115
$103,540.46 to 98,418.00, Martin Subdivision from $108,513.02 to $110,516.00, & Southern Valley Est
cancels 2 population allocation projects - A. La Fuente Subdivision B. Palm Lake Estates No. 1 Subd
projects - A. El Paraiso Subdivision B. Palm Subdivision No. 2.

As per auditor's request for legal review, BCAP greatly appreciates a prompt response as we have sc
August 9th Commissioner's Court meeting.

Respectfully,

Mimi de los Rios , Clerk IV / BCAP
Hidalgo County Pct. 1
1902 Joe Stephens Ave., Suite 101
Weslaco, Texas 78599

AI-55601 **Executive Office** **21. G.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement MoneyGram from Herlinda Sandoval in the amount of $521.60 to settle auto accident claim with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 05/02/16 Acct #: 6-1100-360-00-000-005-0-000

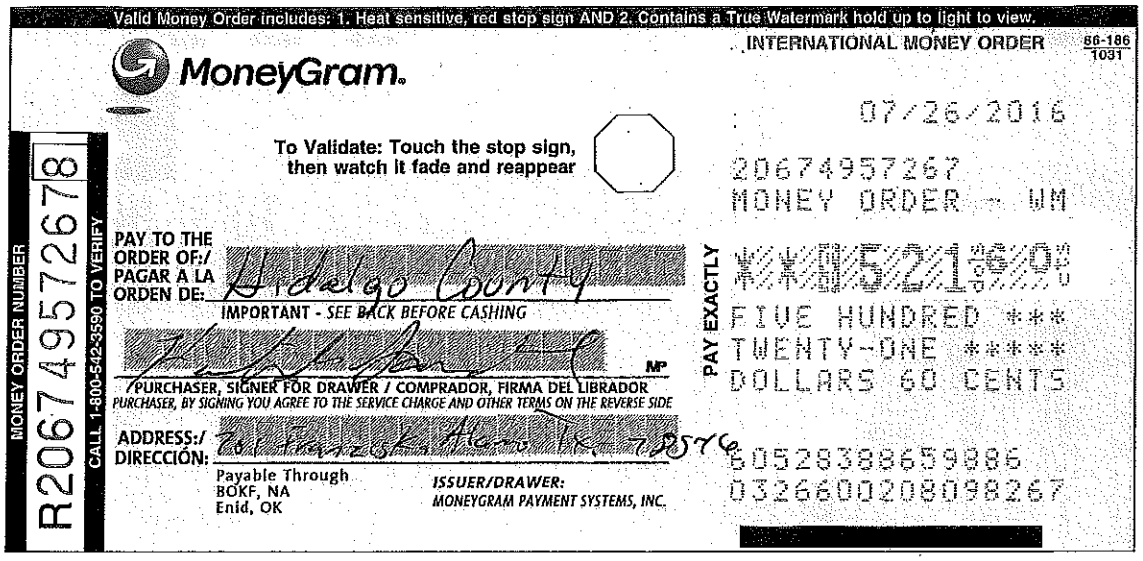
Fiscal Impact

Attachments

Herlinda Sandoval Settlement MoneyGram

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2016 04:52 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Aida Alvarez		Started On: 07/27/2016 03:10 PM
Final Approval Date: 08/05/2016		



⑆103101864⑆2067 4957267⑧ 90

665

COLLISION MASTERS
2510 WEST EXPRESSWAY 83
MISSION, TX 78572
PHONE:(956)519-8414 FAX:(956)580-2244
"WE DO THE BODY GOOD"

***** PRELIMINARY ESTIMATE *****

05/03/2016 12:48 PM

Owner

Owner: 665 UNIT

Inspection

Inspection Date: 05/03/2016 12:48 PM
Primary Impact: Rear
Inspection Type:
Secondary Impact:

Company: COLLISION MASTERS, INC.
Contact: CRUZ GARCIA / or O SHANNON BARBO
Address: 11700 N ROOTH RD
Appraiser License # :

City State Zip: EDINBURG, TX 78572
Email: CRUZGARCIA88@YAHOO.COM/ sbarbo.collisionmasters@gmail.com
Work/Day: (956)380-3368
Cell: (956)205-3541
FAX: (956)380-0822

Repairer

Repairer: COLLISION MASTERS INC.
Address: 11700 N. ROOTH RD
Contact:

City State Zip: EDINBURG, TX 78574
Email: sbarbo.collisionmasters@gmail.com
Work/Day: (956)380-3368
FAX: (956)380-0822
FAX: (956)380-0822

Vehicle

2015 Chevrolet Silverado C1500 WT 4 DR Crew Cab Short Bed
8cyl Gasoline 5.3
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage

VIN: 3GCPCPEC6FG434252
Mileage Type: Actual
Code: U7865F
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)
Air Conditioning
Auxiliary Audio Input
Driver Information Sys
Halogen Headlights
Intermittent Wipers
Power Door Locks
Rear Side Airbags
Split Folding Rear Seat
Steel Wheels
Tilt Steering Wheel
2nd Row Head Airbags
Anti-Lock Brakes
Cruise Control
Dual Airbags
Head Airbags
Mexico Built Vehicle
Power Steering
Rear Step Bumper
Split Front Bench Seat
Tachometer
Tinted Glass
AM/FM Stereo
Auto Headlamp Control
Daytime Running Lights
Full Size Spare Tire
Heavy Duty Battery
Power Brakes
Power Windows
Side Airbags
Stability Cntrl Suspensn
Theft Deterrent System
Tire Pressure Monitor

2015 Chevrolet Silverado C1500 WT 4 DR Crew Cab Short Bed
Claim #

05/03/2016 12:48 PM

Traction Control System | Trip Computer | USB Audio Input(s)
Vinyl Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Rear Bumper										
1	I	568		Bumper Assy,Rear Step	Repair				8.0*	SM
2	L	568	13	Bumper Assy,Rear Step	Refinish				3.4	RF
					2.3 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					

2 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Paint & Materials	3.4 Hours @ $26.00	$88.40	
Parts & Material Total			$88.40

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$38.00		8.0	8.0	$304.00
Mech/Elec (ME)	$38.00				
Frame (FR)	$38.00				
Refinish (RF)	$38.00	3.4		3.4	$129.20

Labor Total	11.4 Hours	$433.20	
Gross Total		**$521.60**	
Net Total		**$521.60**	

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 78572 Audatex Host

Audatex Estimating 7.0.712 ES 05/03/2016 12:48 PM REL 7.0.712 DT 04/01/2016
Copyright (C) 2016 Audatex North America, Inc.

1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value
EC = Replace Economy
ET = Partial Replace Labor
E = Replace OEM
OE = Replace PXN OE Srpls
EP = Replace PXN
NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled

AI-55577 **Closed Session** **23. C.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/26/2016 02:50 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Monica Badillo Started On: 07/26/2016 08:21 AM

Final Approval Date: 08/05/2016

AI-55681 **Closed Session** **23. D.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2016 01:32 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Monica Badillo		Started On: 08/03/2016 12:48 PM
Final Approval Date: 08/05/2016		

AI-55690 **Closed Session** **23. E.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, the City of Pharr, the City of San Juan, and the City of McAllen concerning the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2016 03:46 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Monica Badillo Started On: 08/03/2016 03:16 PM

Final Approval Date: 08/05/2016

AI-55602 **Closed Session** **23. F.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ignacio Cantu

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2016 04:52 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Aida Alvarez		Started On: 07/27/2016 03:25 PM
Final Approval Date: 08/05/2016		

AI-55604 **Closed Session** **23. G.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juana Leticia Zuniga

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2016 04:52 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Aida Alvarez		Started On: 07/27/2016 03:27 PM
Final Approval Date: 08/05/2016		

AI-55578 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/26/2016 02:50 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Monica Badillo Started On: 07/26/2016 08:22 AM

Final Approval Date: 08/05/2016

AI-55682 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2016 01:32 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Monica Badillo		Started On: 08/03/2016 12:49 PM
Final Approval Date: 08/05/2016		

AI-55691 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, the City of Pharr, the City of San Juan, and the City of McAllen concerning the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2016 03:46 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM

Form Started By: Monica Badillo Started On: 08/03/2016 03:18 PM

Final Approval Date: 08/05/2016

AI-55603 **Open Session** **25. F.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ignacio Cantu

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2016 04:52 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Aida Alvarez		Started On: 07/27/2016 03:26 PM
Final Approval Date: 08/05/2016		

AI-55606 **Open Session** **25. G.**

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juana Leticia Zuniga

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2016 04:52 PM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Aida Alvarez		Started On: 07/27/2016 03:28 PM
Final Approval Date: 08/05/2016		