AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
September 20, 2016
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

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

A. **AI-56375** Proclamation declaring September 25 as National Day of Remembrance for Murder Victims.

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

A. **AI-56369** 1. Approval and authorization to set up a collection site at the McAllen Substation.
2. Approval and authorization for a change fund of $7,400.00 in accordance with Texas Local Government Code 130.902.

7. **Sheriff's Office:**

A. **AI-56389** Approval of Sheriff/Constable Fee Schedule for Year 2017.

B. **AI-56392** 1. Authorization to accept the Approval Notice in reference to National Incident-Based Reporting System (NIBRS)grant for the amount of $48,564.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
NOTE: Funds will be appropriated at a later date.

8. **Executive Office:**

A. **AI-56378** Precinct #4:
Approval to re-designate proxies for the Metropolitan Planning Organization (MPO) Policy Board and submit necessary forms as follows:
Alternate - Commissioner Eduardo "Eddie" Cantu
Proxy No 1 - Jose Luis Caso
Proxy No 2 - Bobby Villarreal
Proxy No 3 - Michael Leo

B. **AI-56357** Children's Advocacy Center d/b/a Estrella's House (1100):
1. Discussion, consideration, and action regarding funding request in the amount of $50,000.00 from the Children's Advocacy Center, d/b/a Estrella's House.
2. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
3. Approval to authorize County Treasurer to issue check in the amount of $50,000.00 to the Children's Advocacy Center d/b/a Estrella's House after review and processing procedures are completed by the County Auditor.

C. **AI-56365** Texas A&M AgriLife Extension Service:
Approval of Memorandum of Understanding (MOU) between Texas A&M AgriLife Extension Service and Hidalgo County regarding Information Technology Services

D. **AI-56355** Requesting approval of reimbursement to Monica Badillo in the amount of $37.58 for purchase made in connection with Public Information Training held on 9/12/16 (PO #749752)

9. **Human Resources:**

A. **AI-56350** Purchasing (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, 10/03/2016:

Action	Slot#	Dept./ Program	Position Title	Proposed Budgeted Salary
Delete	0033	160-001	Purchase Order Specialist III	<$41,280.00>
Create	0036	160-001	Procurement Specialist II	$36,455.00

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

B. **AI-56384** Sheriff / Jail (1100) / Jail Commissary (2102):
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, 10/03/2016:

Action	Slot#	Dept./Program	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	0021	280-001	Accountant III	$45,920.00	Accountant IV	$28,920.00
	0016	280-015		0.00		$24,645.00

Reclassification	0346	280-001	Administrative Assistant II	$28,937.00	Cashier II	$31,979.00
Salary Adjustment / Increase	0181	280-001	Accountant II	$43,503.00	Accountant II	$46,261.00
Salary Adjustment / Increase	0248	280-001	Administrative Assistant III	$35,089.00	Administrative Assistant III	$37,298.00
Salary Adjustment / Increase	0249	280-001	Accountant I	$33,752.00	Accountant I	$36,117.00
Salary Adjustment / Increase	0360	280-002	Accountant I	$33,752.00	Accountant I	$36,117.00
Salary Adjustment / Increase	0283	280-001	Human Resources Specialist I	$28,938.00	Human Resources Specialist I	$31,979.00
Delete	0010	280-015	Accountant III	$48,215.00	-	$0.00

3. Approval of interdepartmental transfer.
4. Approval to revise salary schedule (s) in accordance with Commissioners' Court action.

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

A. **AI-56393** Representatives from the Texas Healthy Communities Program will recognize Hidalgo County for its efforts to reduce cardiovascular disease, stroke, and other chronic diseases.

B. **Health Care Funding District:**

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

C. **Indigent Health Care Program:**

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

11. **Urban County:**

A. **AI-56373** 1. Urban County Program is requesting approval to enter into a Memorandum of Understanding between the County of Hidalgo and the General Land Office to address access to and handling of data physically or electronically acquired by GLO, directly or indirectly from FEMA, SBA & NFIP and/or other federal sources to the County of Hidalgo in the implementation of GLO's CDBG Disaster Recovery Program.
2. Requesting approval for County Judge to e-sign the Memorandum of Understanding and related documents.

B. **AI-56356** 1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of La Joya is requesting approval of a best and final negotiated contract for professional engineering services with Hinojosa Engineering, Inc., in the amount of $60,070.00 utilizing CDBG FY 26 (2013) La Joya Street Improvement funds.
2. Requesting approval of Work Authorization No. 1- La Joya 2014 Street Improvements in the amount of $60,070.00.

C. **AI-56348** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Hidalgo, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) Hidalgo Parks, Recreational Facility Improvement funds.

Professional Service Firm	Grade	Ranked
Javier Hinojosa Engineering	96.67%	
LNV Engineering	96.67%	
Channing Engineering, LLC	89.33%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 29 (2016) Hidalgo Parks, Recreational Facility Improvements project.

D. **AI-56330** 1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 3's proposed budget and program amendment for fiscal years 21, 22, 24, 25, 26, 27, 28, & 29 (2008, 2009, 2011, 2012, 2013, 2014, 2015 & 2016 to include additional streets to the Street Improvement line item for each fiscal year.

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 3 for fiscal years 21, 22, 24, 25, 26, 27, 28 & 29. (2008, 2009, 2011, 2012, 2013, 2014, 2015 & 2016) to include additional streets to each respective funding year.

12. **Elections Administration:**

A. **AI-56174** 1. Discussion, consideration and approval to add Early Voting polling locations for the November 8, 2016 General Election.

San Carlos Community Resource Center
230 N. 86th St.
San Carlos, Texas 78542

Hidalgo County Pct. 4 Field Operations
1124 M. Rd.
Edinburg, Texas 78542

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

13. **Precinct #4 - Comm. Palacios:**

A. **AI-56342** Requesting approval to purchase metal material for construction of Sunflower Park fence- Vendor: Industrial Distribution Group, BuyBoard contract #501-15 in the amount of $64,211.75.

B. **AI-56442** Requesting approval of Agreement between Hidalgo County and North Alamo Water Supply Corporation for the overlay of streets in Isaacs Subdivision, LJ Subdivision No. 1 and Muniz Subdivision

14. **Budget & Management:**

A. **AI-56316** Second Public Hearing to discuss proposed 2016 Tax Rate. (Adoption of the 2016 Tax Rate will be held on September 27, 2016 at 9:30 a.m. in the Hidalgo County Old Administration Building, 100 E. Cano, Edinburg, Texas.)

B. **Budget Appropriations:**

1. **AI-56339** Economic Development (1100):
Approval of 2016 appropriation of funds in the amount of $41,167.00 to fund expenditures for the agreement approved between Hidalgo County and Valley Initiative for Development and Advancement (VIDA) which will finalize on December 31, 2016.

2. AI-56349 Pct. 3 Rd. Maint. (1200):
a. Approval of certification of revenues, as certified by the Co. Auditor for revenues received from the City of Alton for the Palm Lake Estates project.
b. Approval of 2016 appropriation of funds into Pct 3 Rd. Maint (program #005) in the amount of $87,289.07.

3. AI-56237 Pct 4 Rd. Maint (1200):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.
b. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint. in the amount of $146,455.81.

15. 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. Pct. 1

1. AI-56456 A. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $ 44,742.50) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #2]: "Nittler Road (FM 493 to FM 88) project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
B. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $ 35,295.50) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #7 & 9]: "Mile 9 Road (Mile 1E to Mile 3E) project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
C. Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $ 23,993.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #1]: "Mile 1 1/2 West Road (Mile 11N to Mile 12N) project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
D. Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $ 14,334.75) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #3]: "Jesus Flores Road project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
E. Acceptance and approval of Work Authorization No. 5 (with an estimated cost of $ 3,300.50) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #4]: "Englemen (Valdez Road to FM 2812)" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
F. Acceptance and approval of Work Authorization No. 6 (with an estimated cost of $ 14,334.75) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #5]: "Las Cumbres Drive" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
G. Acceptance and approval of Work Authorization No. 7 (with an estimated cost of $ 3,300.50) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #6]:

"Mile 20 North (FM 493 to Mile 7 West)project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
H. Acceptance and approval of Work Authorization No. 8 (with an estimated cost of $ 23,993.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #8]: "Mile 8 North Road (Mile 2E to Address 1267)" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
I. Acceptance and approval of Work Authorization No. 9 (with an estimated cost of $ 23,993.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #10]: "Mile 2 East Road (Mile 4N to Address 4252) project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
J. Acceptance and approval of Work Authorization No. 10 (with an estimated cost of $ 23,993.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #11]: "Mile 2 1/2 East Road (Mile 3N to Mile 4N)" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
K. Acceptance and approval of Work Authorization No. 11 (with an estimated cost of $ 19,034.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #12]: "Mile 4 North Road (FM 491 to Pedro Martinez Road)" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

2. **AI-56429** a. Acceptance and approval on an Interlocal Agreement between County of Hidalgo and City of Weslaco for the provisions of joint efforts for the Milano Road (commencing at Business 83 south to Mile 6 road and 6th Street from Milano Rd. approximately 1,300 feet to the elevated canal) Improvement Project; and

b. Acceptance and approval of Interlocal Agreement Project: Improvements to Milano Road (beginning at Business Highway 83 south to Mile 6 Road and 6th Street from Milano Road approximately 1,300 feet east to the elevated canal).

B. Community Service Agency

1. **AI-56114** Presentation of sole responsible vendor submitting the lowest bid meeting all specifications and/or requirements for the purpose of award of Bid/Contract for the: "Lease of Office Space-City of Edinburg" for Hidalgo County Community Service Agency, under (RFB) Project #: 2016-142-07-20-SMA.

C. Colonia Access Program Pct. 1

1. **AI-56394** BCAP/Pct. 1
Acceptance and Approval of Work Authorization No. 3 in connection to Contract C-CAP-08-028-10-28 with TEDSI INFRASTRUCTURE GROUP in the amount of $29,610.02 for the provision of professional engineering services for Various Border Colonia Access Program Round III Projects for Pct. 1.

D. Colonia Access Program Pct. 3

1. **AI-56423** Acceptance and Approval of Work Authorization No. 2 in connection to contract C-CAP-12-128-05-22 with Javier Hinojosa Engineering in the amount of $53,234.55 for the provision of professional engineering services for various Border Colonia Access Program Round III Projects for Pct. 3.

E. Sheriff's Office

1. AI-56440 A. Approval of a "Sole Source Declaration" for "Holt Co dba Holt Truck Center - Holt-CAT as per Tx LGC, 262.024 (a) (7) (A) with declaration to remain in effect unless revoked by HCCC

B. Approval to purchase a CAT Power Generator System Upgrade located at the Hidalgo County Sheriff's Office as proposed by HOLT-CAT dba Holt Truck Center in the amount of $124,918.45 as a sole source purchase.

F. Co. Wide

1. AI-56233 Presentation of responsible vendor submitting the bid, meeting all specifications and / or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract with Protection One Alarm Monitoring, Inc. for Request for Bid titled: Hidalgo County - "Fire Extinguishers Equipment & Maintenance Services" through project No.: 2016-232-08-24-FAZ.

16. Open Forum

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

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

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

19. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

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

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

22. **Adjourn**

AI-56375 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Proclamation declaring September 25 as National Day of Remembrance for Murder Victims.

BACKGROUND

In 2015, there were an estimated 15,000 homicides nationwide and forty-seven homicides in the Rio Grande Valley. The National Parents of Murdered Children is hosting an event to commemorate the Day of Remembrance for Murder Victims on Sunday, Sept. 25.

Fiscal Impact

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/14/2016 02:23 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Julia Sullivan		Started On: 09/14/2016 01:59 PM
Final Approval Date: 09/16/2016		

PROCLAMATION DECLARING SEPTEMBER 25, 2016
NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS

WHEREAS, the National Parents Of Murdered Children (POMC) established September 25th as a National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007 and the U.S. House of Representatives on May 14, 2007

WHEREAS, POMC believes that honoring the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families, communities, and the nation is an important way of promoting public awareness and remembering our loved ones;

WHEREAS, POMC Chapters and other organizations such as the Rio Grande Valley-Families and Friends Of Murdered Children will be holding an event to commemorate the Day of Remembrance for Murder Victims on Sunday, September 25; and

WHEREAS, in 2015, there were an estimated 15,000 homicides nationwide. In the Rio Grande Valley, there were forty-seven homicides last year; and

WHEREAS, the murder of a loved one robs the victim's family of a mother, father, sister, brother, son, daughter, husband, wife, partner, grandparent, aunt, uncle, extended family member, friend, neighbor or colleague, and creates an overwhelming challenge to fill the void their absence creates; and

WHEREAS, through leadership, grief support and advocacy, survivors are reducing violence and promoting prevention and policy change on a local, state and national level.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim September 25, 2016 as National Day of Remembrance for Murder Victims in Hidalgo County.

Approved this 20th day of September 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-56369 **Tax Office** **6. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Edgar Jaramillo, TAX OFFICE **Submitted By:** Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

1. Approval and authorization to set up a collection site at the McAllen Substation.
2. Approval and authorization for a change fund of $7,400.00 in accordance with Texas Local Government Code 130.902.

BACKGROUND

Fiscal Impact

Attachments

Auditors approval letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/14/2016 03:33 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Edgar Jaramillo Started On: 09/14/2016 11:10 AM

Final Approval Date: 09/16/2016

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

RECEIVED
SEP 02 2016
Hidalgo County Tax Office
Collections Department

September 1, 2016

The Honorable Pablo Villarreal, Jr., RTA
Hidalgo County Tax Assessor/Collector
County Administration Building
2804 South Business Highway 281
Edinburg, Texas 78539

Ref: Request for Change Fund for the McAllen Tax Substation
Local Government Code Section 130.902

Dear Mr. Villarreal:

We have reviewed your written notice of the establishment of the McAllen Tax Substation collection point and have approved the change fund in the amount of $7,400.00.

According to Local Government Code Section 130.902, "The Commissioners Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioners Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioners Court requesting approval of the McAllen Tax Substation collection point and of the change fund in the amount of $7,400.00. Once Commissioners Court approval is obtained, please request a check from the Hidalgo County Auditor's - Accounts Payable Section to be made payable to "Paul Villarreal, Hidalgo County Tax Assessor/Collector"

You will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash or comingled with personal funds.

If you have any questions, do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

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-56389 **Sheriff's Office** **7. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval of Sheriff/Constable Fee Schedule for Year 2017.

BACKGROUND

Requesting approval of the 2017 Sheriff/Constable Fee Schedule for the County of Hidalgo, pursuant to Local Government Code 118.131. The fees will be effective January 01, 2017 and will be assessed and collected for service or one (1) attempt of service. As per Local Government Code 118.131, fees are to be approved/adopted by Commissioner's Court on or before October 01, 2016.

The section regarding fees for surety/bail bondsman for the return of principal/accused are pursuant to Code of Criminal Procedure Article 17.16(g). Meal and lodging costs are based on the Hidalgo County Travel Policy.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

fee.schedule

article17.16

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	09/16/2016 01:37 PM
Budget & Management	Veronica Ortiz	09/16/2016 01:46 PM

Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Emilia Uriegas		Started On: 09/15/2016 11:01 AM
Final Approval Date: 09/16/2016		

COUNTY OF HIDALGO
SHERIFF AND CONSTABLES FEE SCHEDULE

	DOCUMENT SERVICE FEES		2017 PROPOSED RATES
1	ALL SERVICE DOCUMENTS NOT SPECIFIED		75.00
2	CITATION		75.00
3	CITATION BY EVICTION		75.00
4	CITATION BY PUBLICATION	(EXCLUDES COST OF PUBLICATION)	75.00
5	CITATION BY CERTIFIED MAIL		85.00
6	WRIT SCIRE FACIAS		200.00
7	DISTRESS WARRANT		100.00
8	FORCIBLE ENTRY AND DETAINER (FED CITATION)		75.00
9	INJUNCTION		75.00
10	NOTICE--ALL		75.00
11	SUBPOENA--CIVIL		75.00
12	ORDER		75.00
13	ORDER OF SALE		200.00
14	TEMPORARY RESTRAINING ORDER		100.00
15	ALL OTHER WRITS NOT SPECIFIED		200.00
16	PRECEPTS		75.00
17	SUMMONS		75.00
18	TAX WARRANT		200.00
19	TEMPORARY PROTECTIVE ORDER (IF FILED UNDER FAMILY LAW CHAPTER 71, NO FEE)		75.00
20	WRIT OF ATTACHMENT--PERSON		80.00
21	WRIT OF ATTACHMENT--PROPERTY		200.00
22	WRIT OF EXECUTION		200.00
23	WRIT OF GARNISHMENT		80.00
24	WRIT OF HABEAS CORPUS		75.00
25	WRIT OF POSSESSION		200.00
26	WRIT OF SEQUESTRATION		200.00
27	LEVY		20.00
28	DEEDS		25.00
29	LEVY, DEED, AND NOTICE PACKAGE		75.00
30	WRIT OF RESTORATION		200.00
31	WRIT OF REENTRY		200.00
32	AFFIDAVIT OF SERVICE		30.00
33	WRIT OF RETRIEVAL		200.00

	SURETY/BAIL BONDSMAN FEES FOR RETURN OF PRINCIPAL/ACCUSED	
1	MILEAGE FEE (PER MILE)	0.29
	The following are to be assessed at the actual costs allowable in compliance with current county travel policy	
2	MEAL PER DIEM PER OFFICER PER DAY--OUT OF COUNTY	
3	MEAL PER DIEM PER OFFICER PER DAY--OUT OF STATE	
4	LODGING PER OFFICER PER DAY--OUT OF COUNTY	
5	LODGING PER OFFICER PER DAY--OUT OF STATE	
6	VEHICLE RENTAL	ACTUAL COST
7	AIRFARE-OFFICER	ACTUAL COST
8	AIRFARE INMATE	ACTUAL COST

	MISCELLANEOUS FEES		
1	CLEARANCE LETTER (CERTIFIED)		5.00
2	HCSO CERTIFIED REPORT (PER REPORT)		2.00
3	VIDEO TAPE COPY		55.00
4	VIDEO PRINT PICTURE (EACH)		2.00
5	CERTIFIED BOND LIABILITY REPORT		5.00
6	PROCESS BY CERTIFIED MAIL (MAIL CHARGE)		15.00
7	FINGERPRINTING		10.00
8	COPY OF CAPIAS (PER PAGE)		2.00
9	ALL OTHER COPIES (PER PAGE)		1.00
10	911 AUDIO RECORDING (PER INCIDENT)		5.00
11	VERIFICATION OF INCARCERATION LETTER (CERTIFIED)		5.00
12	CERTIFIED MEDICAL REPORTS/DOCUMENTS	PER PAGE	1.00

NOTE: AFTER ONE (1) UNSUCCESSFUL ATTEMPT OF SERVICE, THE FEE AMOUNT FOR THE SERVICE OF PROCESS IS ASSESSED AND WILL BE COLLECTED.

REVIEWED, APPROVED, AND ADOPTED BY HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 20, 2016.
SUPERSEDES PREVIOUS COURT ORDER REGARDING THESE FEES AND WILL GO INTO EFFECT ON JANUARY 01, 2017.

CODE OF CRIMINAL PROCEDURE

TITLE 1. CODE OF CRIMINAL PROCEDURE

CHAPTER 17. BAIL

Art. 17.16. DISCHARGE OF LIABILITY; SURRENDER OR INCARCERATION OF PRINCIPAL BEFORE FORFEITURE; VERIFICATION OF INCARCERATION. (a) A surety may before forfeiture relieve the surety of the surety's undertaking by:

(1) surrendering the accused into the custody of the sheriff of the county where the prosecution is pending; or

(2) delivering to the sheriff of the county in which the prosecution is pending and to the office of the prosecuting attorney an affidavit stating that the accused is incarcerated in federal custody, in the custody of any state, or in any county of this state.

(b) On receipt of an affidavit described by Subsection (a)(2), the sheriff of the county in which the prosecution is pending shall verify whether the accused is incarcerated as stated in the affidavit. If the sheriff verifies the statement in the affidavit, the sheriff shall notify the magistrate before which the prosecution is pending of the verification.

(c) On a verification described by this article, the sheriff shall place a detainer against the accused with the appropriate officials in the jurisdiction in which the accused is incarcerated. On receipt of notice of a verification described by this article, the magistrate before which the prosecution is pending shall direct the clerk of the court to issue a capias for the arrest of the accused, except as provided by Subsection (d).

(d) A capias for the arrest of the accused is not required if:

(1) a warrant has been issued for the accused's arrest and remains outstanding; or

(2) the issuance of a capias would otherwise be unnecessary for the purpose of taking the accused into custody.

(e) For the purposes of Subsection (a)(2) of this article, the bond is discharged and the surety is absolved of liability on the bond on the verification of the incarceration of the accused.

(f) An affidavit described by Subsection (a)(2) and the documentation of any verification obtained under Subsection (b) must be:

(1) filed in the court record of the underlying criminal case in the court in which the prosecution is pending or, if the court record does not exist, in a general file maintained by the clerk of the court; and

(2) delivered to the office of the prosecuting attorney.

(g) A surety is liable for all reasonable and necessary expenses incurred in returning the accused into the custody of the sheriff of the county in which the prosecution is pending.

AI-56392 **Sheriff's Office** **7. B.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization to accept the Approval Notice in reference to National Incident-Based Reporting System (NIBRS)grant for the amount of $48,564.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
NOTE: Funds will be appropriated at a later date.

BACKGROUND

On 7/19/16, Commissioners' Court approved the acceptance to apply for the NIBRS Grant from the Office of the Governor, Criminal Justice Division. (AI#55421).

Grant No. 3201101
Grant Operation: Date is from 9/1/16 to 8/31/17.

Fiscal Impact

Attachments

Award Notice
Letter

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/15/2016 04:53 PM
Budget & Management	Veronica Ortiz	09/16/2016 08:34 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/15/2016 01:06 PM
Final Approval Date: 09/16/2016

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3201101	**Award Amount:**	$48,564.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$48,564.00
Program Fund:	NB-National Incident-Based Reporting System (NIBRS)		
Grantee Name:	Hidalgo County		
Project Title:	Incident-Based Reporting		
Grant Manager:	Erica Ortega		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-NB-ST-0023
Total Federal Award/State Funds Appropriated:	$16,200,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	N/A - State Funds

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
NIBRS Filing: By accepting this grant award, the recipient agrees to begin filing incident-based reports with the Texas Department of Public Safety (DPS) no less than every month, beginning no later than 90 days after the end of the project period for this grant. The recipient agrees to file reports complying with NIBRS and DPS standards, and to do so for at least three years following the end of the project period.	8/11/2016		☐	☐

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Camille Cain
Executive Director
Criminal Justice Division

AI-56378 **Executive Office** **8. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Lulu Lucio, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Precinct #4:
Approval to re-designate proxies for the Metropolitan Planning Organization (MPO) Policy Board and submit necessary forms as follows:
Alternate - Commissioner Eduardo "Eddie" Cantu
Proxy No 1 - Jose Luis Caso
Proxy No 2 - Bobby Villarreal
Proxy No 3 - Michael Leo

BACKGROUND

Court action of January 5, 2016:
Approval to designate proxies for the Metropolitan Planning Organization (MPO) Policy Board and submit necessary forms

As the designee Commissioner Palacios appointed:
Alternative - Commissioner Eduardo "Eddie" Cantu
Proxy No. 1 - Bobby Villarreal
Proxy No. 2 - Michael Leo
Proxy No. 3 - Jesus "Jesse" Ozuna

Fiscal Impact

Attachments

proxy
affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/14/2016 04:57 PM

Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Monica Badillo Started On: 09/14/2016 04:35 PM

Final Approval Date: 09/16/2016

Hidalgo County Metropolitan Planning Organization
Transportation Policy Committee
Fiscal Year 2015

Name of City/County/ Entity: _____

Name of Designee: _____

Name of Alternate: _____

List 3 Proxies: _____

_____

_____

In accordance with House Bill (HB) 1883 and Section 1, Chapter 472, Section 472.031 of the Transportation Code,

(a) A policy board of a metropolitan planning organization designated or re-designated under23 U.S.C. Section 134 may provide in its bylaw for appointment of voting proxies by its members.

Section 472.032 of the transportation code, further clarifies that:

(a) A proxy appointment under section (a):
- **1)** Acts on behalf of and under the supervision of the policy board member who appointed
- **2)** Must be appointed in writing; and
- **3)** Is authorized to vote for the policy board member who appointed the proxy to the extent
  the member has given the proxy the member's voting power.

(b) A legislative member of a policy board may not be counted absent at a meeting of the policy board during a legislative session.

(c) A legislative member of a policy board may only appoint a proxy under Subsection (a) who is:
1) The legislative member's employee or staff member;
2) A person related by consanguinity, as determined under subchapter B, Chapter 573, Government Code, who is not required to register as a lobbyist under Chapter 305, Government Code;
3) Another legislative member of the policy board; or
4) A locally elected official.

_____ _____

Authorization Signature Date

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION POLICY BOARD
ETHICAL STANDARDS AFFIDAVIT

I, _____, a voting Member of the Hidalgo County Metropolitan Planning Organization Policy Board representing, City of _____, hereby swear and affirm that I will uphold the following ethical standards required by voting members of MPO Policy Boards as identified in Texas Senate Bill 585. These standards state that voting members of the MPO Policy Board are prohibited from engaging in the following: 1.) Accepting or soliciting any gift, favor or service that might reasonably tend to influence the voting member in the discharge of official duties or that the voting member knows or should know is being offered with the intent to influence the voting member's official conduct; 2.) Accepting employment or engaging in a business or professional activity that the voting member might reasonably expect would require or induce the voting member to disclose confidential information acquired by reason of the official position; 3.) Accepting employment or compensation that could reasonably be expected to impair the voting member's judgment in the performance of the voting member's official duties; 4.) Making personal investments that could reasonably be expected to create a substantial conflict between the voting member's private interest and the public interest; 5.) Intentionally or knowingly solicit, accept or agree to accept any benefit for having exercised the voting member's official powers or performing the voting member's official duties in favor of another.

I further swear and affirm that in order to prevent a potential conflict of interest, that I will abstain from voting in or engaging in the discussion of any matter of business before the Hidalgo County MPO Policy Board that will have a special economic effect on either a business or real property of which I have a substantial interest that is distinguishable from the effect on the public.

I understand that a substantial interest is defined as either 1.) I own 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more or $15,000 or more of the fair market value of the business entity; or 2.) I have received funds from the business entity exceeding 10 percent of my gross income for the previous year; or 3.) I have a substantial interest in real property defined as an equitable or legal ownership with a fair market value of $2,500 or more; or 4.) I have a family member related to me in the first degree by consanguinity or affinity with a substantial interest in a business entity or real property as defined above.

I agree to notify the MPO Director in writing of any conflict of interest as defined above prior to any vote or discussion of any matter of business which has created the conflict of interest.

I understand that any violation of these standards or requirements may subject me to removal from the MPO Policy Board and possible prosecution by the Hidalgo County District Attorney.

I further understand that SB 585 requires me to notify the Hidalgo County District Attorney's Office and MPO Policy Board in a timely manner should I have personal knowledge of any violations of these same standards by other voting members of the Hidalgo County MPO Policy Board or of the Hidalgo County MPO Staff.

I also understand that failure to report violations of these standards by other voting members of the Hidalgo County MPO Policy Board or of the Hidalgo County staff subjects me to possible removal from the MPO Policy Board and possible prosecution by the Hidalgo County District Attorney.

I hereby swear and affirm that I have read the entire affidavit and that I understand and agree to its contents.

_____

Printed Name

_____

Affiant Signature

_____

Position

_____

Representing

Sworn and subscribed before me
this _____ day of _____, 2015.

_____

Notary Public, State of Texas
Notary's Printed Name: _____
My Commission Expires: _____

(Seal)

AI-56357 **Executive Office** **8. B.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Children's Advocacy Center d/b/a Estrella's House (1100):
1. Discussion, consideration, and action regarding funding request in the amount of $50,000.00 from the Children's Advocacy Center, d/b/a Estrella's House.
2. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
3. Approval to authorize County Treasurer to issue check in the amount of $50,000.00 to the Children's Advocacy Center d/b/a Estrella's House after review and processing procedures are completed by the County Auditor.

BACKGROUND

Annual Funding Request.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-444-20-125-019-0-843

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

BUDGETARY IMPACT:

Attachments

request
agreement
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/13/2016 04:58 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Monica Badillo		Started On: 09/13/2016 03:13 PM
Final Approval Date: 09/16/2016		

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

525 W. Wisconsin Rd. • Edinburg, Texas 78539 • Phone (956) 287-9754 • Fax (956) 287-9764

WWW.CACHIDALGO.ORG

BREAKING THE CYCLE OF ABUSE, ONE CHILD AT A TIME

Executive Officers:

Lorena Castillo, President
Miquel Villarreal, Vice-President
Rick Guerrero, Treasurer
Dr. Carolina Huerta, Secretary

Tina Martin, Past President

Hidalgo County Board Members:

Ricardo Rodriguez, Jr, DA
Sheriff J.E. (Eddie) Guerra
Betzabel Guerra
Linda Kostenko
Catherine A. Domian
Danielle D. Fox
Jennifer M. Lewis
Myra Montalvo

Starr County Board Members:

Omar Escobar, DA
Ricardo Solis

Executive Director:
Victoria Y. Medina

cactx
children's advocacy centers of texas

United Way
United Way of South Texas
Serving Hidalgo & Starr Counties

COPY FOR MR. VALDE GUERRA, EXECUTIVE OFFICER

July 26, 2016

Honorable Ramon Garcia
Hidalgo County Judge
2818 S Bus. Hwy. 281
Edinburg, TX 78539

RE: 381.004 (f) of the Local Government Code

Dear Judge:

It is that time of year when the Children's Advocacy Center (CAC) requests funding assistance from appropriate sources. We are reaching out to you for consideration. Section 381.004 (f) of the Local Government Code: states ***"The commissioners' court of a county may support a Children's Advocacy Center that provides services to abused children."*** Last year, commissioners' court supported the center in the amount of **$50,000.** We are requesting the same level of funding for this FY 2016-17

This funding if awarded along with other funding allows the CAC, a community-based nonprofit, to continue meeting the needs of child abuse victims by providing child forensic interviews conducted by trained interviewers, mental health/counseling services, victim support and advocacy, community outreach/training, and case review using a multidisciplinary team model. We work in collaboration with law enforcement, Child Protective Services, and the District Attorney's Office to coordinate a quick response and provide needed services to the victim and non-offending family members of Hidalgo County. We served **1208 new victims in 2015** and are on our way to match or exceed that number in 2016.

Studies show that abused children who get early professional assistance are more likely to succeed in dealing and coping with the trauma of abuse and do better later in their adult lives. With early intervention, we can help break the cycle of abuse and, more importantly, significantly increase a child's chances of becoming a healthy adult, a good parent, and a citizen that is able to positively contribute back to the community.

We are formally requesting funding support from Funding Source 381.004 of the Local Government Code or other appropriate funding sources in the amount of $50,000, the same level as last year.

Should you have any questions regarding this matter, please feel free to call me at (956) 287-9754. On behalf of the Board of Directors, we thank you for your time, your consideration and your support.

Respectfully,

Victoria Medina

Victoria Medina
Executive Director

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 7/28/16 BY:

610-00-444-20-125-019-0-843

cc 9/20/16

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Declaration of Support to the
Children's Advocacy Center of Hidalgo County
by the County of Hidalgo, Texas

Whereas, the Children's Advocacy Center of Hidalgo County, d/b/a Estrella's House ("Estrella's House"), has requested that Hidalgo County (the "County") support its efforts to help abused children in the county;

Whereas, child abuse is recognized as a national significant problem and as such Estrella's House has been created in accordance with Texas Family Code Chapter 264;

Whereas, Local Government Code Section 381.004 (e) and (f) permit the Commissioners' Court of a county to support a children's advocacy center that provides services to abused children from unclaimed property monies received from the Texas Comptroller of Public Accounts as described in Local Government Code Section 381.004 (e); and

Whereas, Hidalgo County has found it is in the best interest of the County's residents to support Estrella's House by providing funds as allowed by Local Government Code Section 381.004.

Pursuant to Local Government Code Chapter 381, the Commissioners' Court of Hidalgo County, Texas (the "County") does hereby tender to Estrella's House, located at 525 W. Wisconsin, Edinburg, Texas, the amount of fifty thousand dollars ($50,000.00). The amount tendered to Estrella's House is to be used only for the furtherance of the purposes set forth below:

- To access victims of child abuse and their families to determine their needs of services relating to the investigation of child abuse.
- To provide services determined to be needed.
- To provide a facility at which a multidisciplinary team appointed under Texas Family Code Section 264.406 can meet to facilitate the efficient and appropriate disposition of child abuse through the civil and criminal justice systems.
- To coordinate the activities of governmental entities relating to child abuse investigations and delivery of services to child abuse victims and their families.

Estrella's House agrees to allow the County Auditor or his representatives the right, upon reasonable notice, to review and audit all books and records of Estrella's House.

Estrella's House, by the acceptance of this monetary support, warrants and represents that this support shall be held, administered, and used in accordance with all the terms and conditions in this instrument.

Passed and Approved on this the 20th day of September, 2016 by the Commissioners Court of Hidalgo County, Texas.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CHILDREN'S ADVOCACY CENTER
OF HIDALGO COUNTY

_____
By: Victoria Medina
Its: Executive Director

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

_____
By: Josephine R. Solis, Asst. D.A.

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

Re: need legal review please - Children's Advocacy

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Mon, Sep 19, 2016 08:27 AM
Subject : Re: need legal review please - Children's Advocacy
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>
Cc : Victor Garza <victor.garza@da.co.hidalgo.tx.us>

External images are not displayed. Display images below

Yes. I have reviewed the attached declaration of support and approve as to form.

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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****

On Fri, Sep 16, 2016 at 5:00 PM, Monica Badillo <monica.badillo@co.hidalgo.tx.us> wrote:

> I'm so sorry; I didn't attach it on 9/13/16 is what you meant.

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
To: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Cc: "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Friday, September 16, 2016 4:59:00 PM
Subject: Re: need legal review please - Children's Advocacy

THE ORIGINAL email was sent on 9/13/16 with attachment.

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>, "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Friday, September 16, 2016 4:56:04 PM
Subject: Re: need legal review please - Children's Advocacy

I got the email but there was no attachment.

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, Sep 16, 2016 at 4:52 PM, Monica Badillo <monica.badillo@co.hidalgo.tx.us> wrote:

Have you had a chance to review this?

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
To: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Cc: "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Tuesday, September 13, 2016 4:06:04 PM
Subject: need legal review please - Children's Advocacy

Hi Josie,

Can you review the attached Declaration of Support for Children's Advocacy dba Estrella's House? (same as every year)
I have added this to next week's agenda.

Thank you.

Respectfully,
Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

AI-56365 **Executive Office** **8. C.**

CC - REGULAR

Meeting Date: 09/20/2016

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

Texas A&M AgriLife Extension Service:
Approval of Memorandum of Understanding (MOU) between Texas A&M AgriLife Extension Service and Hidalgo County regarding Information Technology Services

BACKGROUND

Two (2) year Agreement - term 9/1/16 to 8/31/18

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

email
MOU
fully executed

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/14/2016 11:23 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Nora Linda Cruz Started On: 09/14/2016 10:27 AM

Final Approval Date: 09/16/2016

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

AgriLife/County MOU

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Sep 08, 2016 11:20 AM

Subject : AgriLife/County MOU 1 attachment

To : Nora Cruz <nlcruz@ag.tamu.edu>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Ms. Cruz,

thank you for your request. Our office has reviewed the MOU between the AgriLife Extension Service and the County of Hidalgo County at at this time approve as to the form of the agreement.

Please let me know if there is any other questions or concerns.

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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Unknown <text/html>
4 KB

Memorandum of Understanding between
Texas A&M AgriLife Extension Service and Hidalgo County
Pertaining to Information Technology Services

This MOU is between Texas A&M AgriLife Extension Service ("Extension") and Hidalgo County ("County") and is intended to clarify the parties' responsibilities for information technology service and support (collectively "IT Services") at the Hidalgo County AgriLife Extension Office ("County Extension Office").

Extension provides quality, relevant outreach and continuing educational programs and services to the people residing in County and educates County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development.

County desires that Extension maintains a County Extension Office to conduct beneficial outreach and education for its residents; therefore, the County provides space for the County Extension Office within County provided premises.

The parties agree as set forth below with regard to IT Services at the County Extension Office:

I. TERM

The term of this MOU is two years beginning on September 1, 2016 and ending on August 31, 2018. The term of this MOU may be extended by written agreement of the parties. This MOU may be terminated by either party without cause, upon fifteen (15) days' prior written notice to the other party.

II. OBJECTIVE

The purpose of this MOU is to document the parties' understanding and responsibilities with regard to IT Services at the County Extension Office.

III. PARTIES' AGREEMENTS

A. FACILITY

The County will ensure facilities provided to and occupied by the County Extension Office are equipped with data communications wiring that adhere to County's information technology standards.

B. ACCESS

1. Logical – Network and Internet Access

Extension provides the County Extension Office with full Internet access and email services via Extension provided email service. Extension grants permission for County to provide email service on the County's email system as needed.

2. Cost associated with Internet service

Extension provides Internet service at no additional cost to County.

3. Physical (communications closets or server facility)

Texas Administrative Code (Chapter 202 B 202.26) requires communications closets and equipment be physically secure. In situations where Extension owns or supplies network components, County will ensure Extension has access to allow for trouble shooting and restarting network equipment. County can require an access log be maintained to monitor Extension access.

C. COMPUTER HARDWARE (includes printers, scanners, projectors)

1. Initial Purchase and Configuration:

The County Extension Office can obtain computers through three channels. These include: Extension, County, or third party purchase as clarified below.

Extension can provide computer systems through a standardized "Cost Share" program. This voluntary program includes initial setup and delivery of newly purchased systems. County is granted permission to configure the systems for access to County applications and standards, provided such access does not inhibit productivity.

County can provide computer systems to the County Extension Office including initial setup and delivery. In this instance, computers must include configurations and standard software listed below under "Extension Standard Software Requirements."

If a third party provides a computer, or a personal computer is used on the office network, it is expected these computers will meet both Extension and County security configuration standards.

2. Special Configuration Items

Administrative level accounts will be maintained on all computer systems to allow either County or Extension to troubleshoot problems.

3. General Hardware Support:

Extension will facilitate trouble-shooting computer hardware and peripheral devices and take corrective actions in accordance with operation standards. Extension will contact County IT when needed to ensure IT operation standards are met. Extension will install software applications for remote support. AgriLife County Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

Expected Minimum Workstation management

i. Microsoft Windows and Office patches maintained as current.
ii. Adobe Acrobat patches maintained as current.
iii. Chrome, Firefox, Flash and Java maintained as current when present.

iv. Anti-Virus / Anti-Malware application installed, active and maintained as current.

4. Registration of computer workstations:

Where AgriLife IT is the primary support provider all computer systems in the AgriLife County Office will be registered for support. This registration includes collecting basic inventory information and installing software applications necessary for remote support on all computers in the office.

5. Warranty and Maintenance Costs:

a. Computer systems provided by Extension are provided with an extended parts and service warranty (normally 3 years) through state vendor purchasing contracts. These computer systems will be maintained by AgriLife IT for warranties, parts, and cost and third-party maintenance if used per normal operation standards.
b. Computer systems provided by County will be maintained by County for warranties, parts, and cost and third-party maintenance if used per normal County operation standards.
c. Computers purchased by a third party or personal computers are neither Extension or County responsibility with regard to warranty, parts, costs or maintenance.

6. Ownership:

Computer systems provided by Extension are the property of Extension. These systems will remain in the County Extension Office for its useful life or until determined obsolete. At that time, the County has the following three options:

i. Return equipment to the property office of Extension for appropriate disposal.
ii. Arrange with Extension for transfer of equipment to County.
iii. Equipment may be donated to local charitable organizations in coordination with the Extension property office.

Computers provided by County are property of County and ownership will be maintained according to County operational standards.

Computers provided by a third party or a personal computer, unless formally transferred to Extension or County, will remain with that party's ownership.

D. COMPUTER SOFTWARE

Extension will facilitate trouble-shooting of computer software. Issues outside of Extension scope of expertise will be referred to County IT. County Extension Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

E. ANTI-VIRUS AND SECURITY INCIDENCE REPORTING

Texas Administrative Code (Chapter 202 B 202.26) requires state agencies to report significant security incidences through the State Department of Information Resources (DIR).

Extension provides centrally managed and monitored Anti-Virus and Anti-Malware protection. All monitoring and incidence logging is centrally managed and state required reporting is maintained by the AgriLife Information Security Officer. County has no responsibility.

IV. FINANCIAL PROVISIONS

There will be no exchange of funds or other resources among the parties that effectively alter the set contribution of each party in the context of this MOU. Specifically, each party will be responsible for its own costs in connection with all matters relating to any work and collaborations performed under this MOU. Except as may be provided for in Section III.B. above, or in a separate written agreement between the parties, or an amendment to this MOU, there will be no exchange of funds or other resources among the parties. The parties agree that nothing in this MOU shall compel or be interpreted so as to compel any of the parties to provide more resources than those available, without a written amendment to this MOU.

V. MISCELLANEOUS

This MOU will not be construed to create any partnership, joint venture or other similar relationship between the parties, nor shall either party enter into obligations or commitments on behalf of the other party.

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas.

This MOU may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

Texas A&M AgriLife Extension Service	**COUNTY**
By:_____	By: _____
Printed Name: Alan Kurk	Printed Name: Ramon Garcia
Title: AgriLife IT Director	Title: County Judge
Date: _____	Date:_____

Approved as to form:
Office of District Attorney

_____
By: Victor M. Garza, Asst. D.A.

Memorandum of Understanding between
Texas A&M AgriLife Extension Service and Hidalgo County
Pertaining to Information Technology Services

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Texas A&M AgriLife Extension Service

By: Alan Kurk
Printed Name: Alan Kurk
Title: AgriLife IT Director
Date: SEP 3 0 2016

COUNTY

By: Ramon Garcia
Printed Name: Ramon Garcia
Title: County Judge
Date: 9/27/16

Approved as to form:
Office of District Attorney

for By: Victor M. Garza, Asst. D.A.

APPROVED BY
COMMISSIONERS' COURT
ON: 9/20/16

AI-56355 **Executive Office** **8. D.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of reimbursement to Monica Badillo in the amount of $37.58 for purchase made in connection with Public Information Training held on 9/12/16 (PO #749752)

BACKGROUND

Training Held in the Comm. Courtroom

Purchase of snacks and refreshments for county staff.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-413-00-125-001-0-630

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

BUDGETARY IMPACT:

PO 749752

Attachments

receipt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/13/2016 02:16 PM
Linda Flores	Linda Flores	09/13/2016 03:38 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Monica Badillo		Started On: 09/13/2016 02:01 PM
Final Approval Date: 09/16/2016		

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Monica Badillo**, do hereby state that the item(s) listed on the invoice(s) named below

PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	09/12/16	37.58	HEB #431 - 2700 W. University Dr., Edinburg, Texas 78539
TOTAL		37.58	

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

I therefore request payment of this invoice from Hidalgo County and that payment be made payable to me.

SIGNATURE: Monica Badillo

TITLE: **Court Administrator**
PERSON MAKING PURCHASE

Before me **Rebecca Gomez**, a Notary Public, appeared **Monica Badillo** and on **her_** oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. **H_ / She_** further stated **h___ / she___** requested payment of the same.

(SEAL)

REBECCA GOMEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 05/26/2019

Rebecca Gomez

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: **DEPARTMENT HEAD**

APPROVAL: **COUNTY AUDITOR**

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

9-12-16

H-E-B

1035 0911 0912 1608 3000 431

1	~~HEB ZERO COLA~~		
	~~1 Ea. @ 4/~~	~~9.00 TF~~	~~2.25~~ *
2	HF ECO_FOIL CNC UTL P W L T		2.98
3	HCF FOAM CUPS 8.5OZ 51CT T		0.77
4	H-E-B 2-PLY LUNCHEON NAPK T		1.87
5	PAPER PLATE 6.88 48CT SPR T		2.20
~~6~~	~~KLEENEX TISSUE FLAT~~	~~T~~	~~0.97~~ *
7	HCF SOFT & CHEWY OATMEAL		
	3 Ea. @ 1/	0.98 F	2.94
8	HCF FUDGE COVERED GRAHAMS	F	1.45
9	HCF SOFT & CHEWY OAT & RA	F	0.98
10	HCF SOFT & CHEWY CHOCOLAT		
	2 Ea. @ 1/	0.98 F	1.96
11	HCF SOFT & CHEWY ICED OAT	F	0.98
12	HCF CARAMEL COCONUT FUDGE	F	1.88
13	BLUEBERRY MINI MUFFIN		
	2 Ea. @ 1/	3.74 F	7.48
14	BANANA NUT MINI MUFFIN		
	2 Ea. @ 1/	3.74 F	7.48
15	OZARKA WATER		
	2 Ea. @ 1/	1.98 F	3.96

********** Sale Subtotal***	40.15
Sales Tax	0.91
********** Total Sale***	41.06
*** MASTRCRD EPS	41.06

ITEMS PURCHASED: 21

1035 0911 0912 1608 3000 431

HEB Food-Drugs #/431
2700 W. Freddy Gonzalez
Edinburg, TX 78539
Phone: (956) 383-4083
Pharmacy: (956) 383-4165
Fax: (956) 383-4610
Store Hours: 6 a.m. to Midnight

Your Cashier;DIANA A
350911 09-12-16 8:30A 228/16/00431

40.15
- 3.22 *
36.93
.65 tax
$37.58 ✓

Public Info. Training
1:30-3:30pm
Comm. Courtroom

9/12/16 1:30-3:30 pm Monica

Tamara Smith
A.G. office

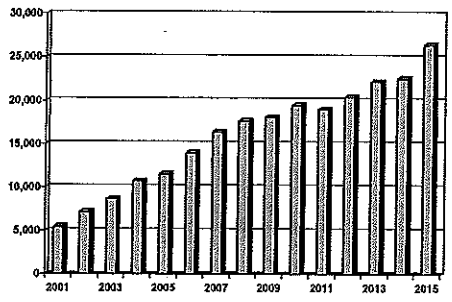
THE ATTORNEY GENERAL OF TEXAS
KEN PAXTON

Texas Public Information Act: An Overview

Open Records Division

Views expressed are those of the presenter, do not constitute legal advice and are not official opinions of the Office of the Texas Attorney General

Open Records Letter Rulings Issued in Fiscal Years 2001-2014



Texas Government Code Chapter 552

Section 552.001. Policy; Construction

(a) Under the fundamental philosophy of the American constitutional form of representative government that adheres to the principle that government is the servant and not the master of the people, ***it is the policy of this state that each person is entitled, unless otherwise expressly provided by law, at all times to complete information about the affairs of government and the official acts of public officials and employees*** . . . The provisions of this chapter shall be liberally construed to implement this policy.

(b) ***This chapter shall be liberally construed in favor of granting a request for information.***

THE ATTORNEY GENERAL OF TEXAS
KEN PAXTON

Cost Rules

Tamara Smith

Assistant Attorney General
Open Records Division

Views expressed are those of the presenter, do not constitute legal advice and are not official opinions of the Office of the Texas Attorney General

General Rule

- Section 552.261
  - The charge for providing a copy of public information shall be an amount that reasonably includes all costs related to reproducing the public information, including costs of materials, labor, and overhead.

Exceptions

- Less than 50 pages of paper records
- Copies are not requested
  - Inspection
  - Viewing the records

AI-56350 **Human Resources** **9. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Purchasing (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, 10/03/2016:

Action	Slot#	Dept./ Program	Position Title	Proposed Budgeted Salary
Delete	0033	160-001	Purchase Order Specialist III	<$41,280.00>
Create	0036	160-001	Procurement Specialist II	$36,455.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

Attachments

JOB DESCRIPTION
PAR FORMS
fiscal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/15/2016 04:44 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Diana Munoz		Started On: 09/13/2016 09:22 AM
Final Approval Date: 09/16/2016		

HIDALGO COUNTY PURCHASING DEPARTMENT

PROCUREMENT SPECIALIST II

GENERAL DESCRIPTION

Performs routine (journey-level) purchasing and procurement work. Obtains product and services for Hidalgo County by evaluating department requisitions and vendor quotes to determine the most desirable suppliers. Work involves purchasing and procuring commodities, equipment, and services using guidelines, rules, policies, and laws. Works under moderate supervision, with limited latitude for the use of initiative and independent judgment. Assures all purchases comply with State Statutes and with County Purchasing Policies and Procedures.

EXAMPLES OF WORK PERFORMED

Analyzes department requisitions & vendor quotes to determine which vendor has provided their products & services at a best value for the county

Assures that commodity expenditures comply with state statutes and county policies regarding competitive bidding

Assists departments with selecting the best procurement method such as County Contract, Cooperative Contract, Exemption, Sole Source, or Open Market

Confirms price verification between vendor quotes and cooperative contract pricing

Maintains an efficient review and approval process of all requisitions in order to meet the product & service demands of all county departments

Creates and submits agendas to Commissioners Court for department equipment lease & rental agreements and for purchases exceeding statutory purchasing limits

Maintains an organized, physical and electronic filing system of all procurement documentation

Assists Buyers and Contract Managers with existing county contracts to ensure accurate bid specifications

Assist Department Clerks & Accounts Payable Auditors with resolving invoice discrepancies to ensure prompt payment for all purchase orders issued

Assists with emergency purchases

Assists with determining operational minimum and maximum inventory levels

Assists with negotiating settlement complaints and resolving disputes

Assists in monitoring legal and regulatory requirements pertaining to purchasing and procurement

Attends interdepartmental planning & training meetings to maintain knowledge of all Policy & Procedural changes and updates

Performs all other duties related to the operation of the Purchasing Department as assigned or as required and assists Immediate Supervisor with all duties assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited four-year college or university with major coursework in business, public administration or a related field is generally preferred

Bachelor's degree or equivalent in a business related field

Minimum of four (4) years experience in related field

Four (4) years experience maybe substituted for two (2) years of education

Certificates, Licenses, & Registrations

May require certification as a Certified Texas Purchaser (CTP) or Certified Texas Purchasing Manager (CTPM)

Knowledge, Skills, & Abilities

Knowledge of purchasing and procurement methods and procedures, of state procurement principles and practices, of assigned commodities and products on the open market, of supply sources, and of the principles of business administration and accounting

Skill in problem solving and in the use of a computer and applicable software

Ability to perform arithmetical computations, to evaluate bids, to develop methods and procedures for locating supply sources, to maintain a system of record keeping, to maintain effective working relationships with vendors and suppliers, and to communicate effectively

Proper Interaction with Elected Officials, Department Heads, Department Staff and/or Private Business Organizations and the general public

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
- ability to handle high-pressure situations
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- daily, high-volume work loads
- 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

RECEIVED
SEP 14 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE: 09/13/2016

DEPARTMENT NAME: Purchasing

DEPARTMENT NO.: 160-001

CURRENT POSITION TITLE: Purchase Order ~~Procurement~~ Specialist III

CURRENT SLOT NO.: 0033

REQUESTED POSITION TITLE:

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

SALARY REQUEST:

$ 41,280.00	$ 0.00	-$ 41,280.00
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 — Date 09/13/2016

Department of Human Resources — Date 9/15/2016

Department of Budget & Management — Date 9/16/2016

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
SEP 14 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE: 09/13/2016
DEPARTMENT NAME: Purchasing
DEPARTMENT NO.: 160-001
CURRENT POSITION TITLE:
CURRENT SLOT NO.:
REQUESTED POSITION TITLE: Procurement Specialist II (0036)

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:

$ 0.00	$ 36,455.00	$ 36,455.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

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Department Head	Date 09/13/2016
Department of Human Resources	Date 9/15/2016
Department of Budget & Management	Date 9/14/2016

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, September 20, 2016** **Agenda Item:** **56350**

Summary of request/proposal:
Purchasing (1100)-
Approval of the following personnel actions, effective 10/03/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Purchase Order Specialist III	0033	113	41,280.00	0.00	(41,280.00)
1100	Procurement Specialist II	0036	113	0.00	36,455.00	36,455.00
				41,280.00	36,455.00	(4,825.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-415-18-160-001-0-	113	PURCHASING-	REGULAR FULL TIME	($1,201.63)
6-1100-415-18-160-001-0-	211	PURCHASING-	HEALTH INSURANCE	$0.00
6-1100-415-18-160-001-0-	212	PURCHASING-	LIFE INSURANCE	$0.00
6-1100-415-18-160-001-0-	220	PURCHASING-	FICA	($91.92)
6-1100-415-18-160-001-0-	230	PURCHASING-	RETIREMENT	($135.18)
6-1100-415-18-160-001-0-	250	PURCHASING-	UNEMPLOYMENT COMP	($7.21)
6-1100-415-18-160-001-0-	260	PURCHASING-	WORKER'S COMP	($2.52)
			2016 Budgetary Impact	($1,438.46)

2017 Budgetary Impact: ($5,786.62)

Possible Funding Sources: **Cost Savings**

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-56384 **Human Resources** **9. B.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff / Jail (1100) / Jail Commissary (2102):
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, 10/03/2016:

Action	Slot#	Dept./Program	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	0021	280-001	Accountant III	$45,920.00	Accountant IV	$28,920.00
	0016	280-015		0.00		$24,645.00
Reclassification	0346	280-001	Administrative Assistant II	$28,937.00	Cashier II	$31,979.00
Salary Adjustment / Increase	0181	280-001	Accountant II	$43,503.00	Accountant II	$46,261.00
Salary Adjustment / Increase	0248	280-001	Administrative Assistant III	$35,089.00	Administrative Assistant III	$37,298.00
Salary Adjustment / Increase	0249	280-001	Accountant I	$33,752.00	Accountant I	$36,117.00
Salary Adjustment / Increase	0360	280-002	Accountant I	$33,752.00	Accountant I	$36,117.00
Salary Adjustment / Increase	0283	280-001	Human Resources Specialist I	$28,938.00	Human Resources Specialist I	$31,979.00
Delete	0010	280-015	Accountant III	$48,215.00	-	$0.00

3. Approval of interdepartmental transfer.
4. Approval to revise salary schedule (s) in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

Funds available pending intradepartmental transfer.

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

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

BUDGETARY IMPACT:

Cost Savings

Attachments

Fiscal Note
Transfer
justification
PAR
form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/15/2016 04:38 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Diana Munoz		Started On: 09/15/2016 09:29 AM
Final Approval Date: 09/16/2016		

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, September 20, 2016**

Agenda Item: **56384**

Summary of request/proposal:
Sheriff's Office (1100)-
Approval of the following personnel actions, effective 10/03/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Accountant IV	0021	113	45,920.00	28,920.00	(17,000.00)
1100	Cashier II	0346	113	28,937.00	31,979.00	3,042.00
1100	Accountant II	0181	113	43,503.00	46,261.00	2,758.00
1100	Administrative Assistant III	0248	113	35,089.00	37,298.00	2,209.00
1100	Accountant I	0249	113	33,752.00	36,117.00	2,365.00
1100	Human Resources Specialist I	0283	113	28,938.00	31,979.00	3,041.00
				216,139.00	212,554.00	(3,585.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-280-001-0-	113	SHERIFF-	REGULAR FULL TIME	($892.82)
6-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
6-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
6-1100-421-00-280-001-0-	220	SHERIFF-	FICA	($68.30)
6-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	($100.44)
6-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	($5.36)
6-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	($1.87)
			2016 Budgetary Impact	($1,068.79)

2017 Budgetary Impact: ($4,299.49)

Possible Funding Sources: **Cost Savings**

Comments:

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, September 20, 2016**

Agenda Item: **56384**

Summary of request/proposal:
Jail (1100)-
Approval of the following personnel actions, effective 10/03/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Accountant I	0360	113	33,752.00	36,117.00	2,365.00
				33,752.00	36,117.00	2,365.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-423-21-280-002-0	113	JAIL-	REGULAR FULL TIME	$588.98
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	$45.06
6-1100-423-21-280-002-0	230	JAIL-	RETIREMENT	$66.26
6-1100-423-21-280-002-0	250	JAIL-	UNEMPLOYMENT COMP	$3.53
6-1100-423-21-280-002-0	260	JAIL-	WORKER'S COMP	$1.24
			2016 Budgetary Impact	$705.07

2017 Budgetary Impact: $2,836.35

Possible Funding Sources: **Cost Savings**

Comments:

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, September 20, 2016**

Agenda Item: **56384**

Summary of request/proposal:
Jail Commissary (2102)-
Approval of the following personnel actions, effective 10/03/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
2102	Accountant IV	0016	113	0.00	24,645.00	24,645.00
2102	Accountant III	0010	113	48,215.00	0.00	(48,215.00)
				48,215.00	24,645.00	(23,570.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	REGULAR FULL TIME	($5,869.92)
6-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	$0.00
6-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	$0.00
6-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	($449.05)
6-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	($660.37)
6-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	($35.22)
6-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	($12.33)
			2016 Budgetary Impact	($7,026.89)

2017 Budgetary Impact: ($28,267.51)

Possible Funding Sources: **Cost Savings**

Comments:

DATE: September 16, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for JAIL

ACCOUNT NUMBER: 6-1100-42X-XX-280-00X-0-XXX

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

2016
Transfer
AI-56384

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-421-00-280-001-0- 113	SHERIFF-	REG F/T	(588.98)
6-1100-421-00-280-001-0- 220	SHERIFF-	FICA	(45.06)
6-1100-421-00-280-001-0- 230	SHERIFF-	RETIREMENT	(66.26)
6-1100-421-00-280-001-0- 250	SHERIFF-	UNEMPLOYMENT COMP	(3.53)
6-1100-421-00-280-001-0- 260	SHERIFF-	WORKER'S COMP	(1.24)
TO			
6-1100-423-21-280-002-0- 113	JAIL-	REG F/T	588.98
6-1100-423-21-280-002-0- 220	JAIL-	FICA	45.06
6-1100-423-21-280-002-0- 230	JAIL-	RETIREMENT	66.26
6-1100-423-21-280-002-0- 250	JAIL-	UNEMPLOYMENT COMP	3.53
6-1100-423-21-280-002-0- 260	JAIL-	WORKER'S COMP	1.24
	TOTAL BUDGET INCREASE (DECREASE)		$ 0.00

REASON: **Transfer needed to fund personnel actions, AI-56384 CC 09/20/16.**

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

Commissary Account #6-2102-423

Justification for Accountant IV Commissary D

Commissary Duties
*Generate daily reports from Odyssey to coincide with bank deposits and disbursements.
*Daily provide list of checks for uploading as positive pay with the county depository bank.
*Pay bills for the Jail Commissary (invoices for items sold to inmates, commissary operatior
*Pay sales tax.
*Escheating of checks to state Comptroller and County Treasurer.
*Calculate sales for the month.
*Prepare monthly financial statements for Jail Commissary.
*Prepare monthly financial statements for the Inmate Trust Account.
*Prepare bank reconcilations for the Jail Commissary and Inmate Trust Accounts.

-21-280-015-0

uties by Week (40 hours)

Accountant IV Salary			$53,565.00
	40		%
	1.40		3.51
	0.60		1.50
ng expenses, etc.	1.20		3.00
	1.20		3.00
	2.00		5.00
	1.20		3.00
	4.60		11.50
	4.20		10.50
	2.00		5.00
Total hours per Week	18.4	Work % Salary	46.01

Commissary Salary	$24,645.00

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 14 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-001 / Jail Commissary (280.015) **DATE:** 09-01-2016

CURRENT POSITION TITLE: ACCOUNTANT III **CURRENT SLOT. #:** 001-021

DM. 015.0016

REQUESTED POSITION TITLE: ACCOUNTANT IV
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☑ Other ~~Partial Delete~~

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

POSITION SALARY REQUEST:

(280.001) (280-015)

Salary Amount: $ 45,920.00 Current Budgeted Salary ($ 0.00) $ 28,920.00 Proposed Budgeted Salary ($ 24,645.00) $ < 17,000.00 > Net Change ($ 24,645.00)

Position to be funded from one of the following:

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

☑ Other Funds to upgrade other positions.

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.)

DM.

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

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

Funds to upgrade 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 9/13/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 9/15/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/20/2016	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 14 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 9-8-2016

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT II **CURRENT SLOT. #:** 001-346

REQUESTED POSITION TITLE: CASHIER II
(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: $ 28,937.00 (Current Budgeted Salary) $ 31,979.00 (Proposed Budgeted Salary) $ 3,042.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding from slot #001-021

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)

Reclassification of this position is necessary to meet the Sheriff's Office needs. The job content, job responsibilities and level of knowledge for this position are consistent with the position reclassification requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the position.

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

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

Collects payments by accepting cash, making change and/or for the fee and trust account as follow: fingerprints, clearance letters, offense reports, civil papers in and out county, tax sales done by the HCSO, payment on judgments etc. Review and prepares monthly reports on bank statements for direct deposit for the housing of prisoners and the bail bond fees, balances drawer for counting cash at the beginning and end of work shift. Provides information by answering questions and requests for services, Prepares foreclosure notices (demand letters) for each person connected to said property, such as owners or lien holders. Prepares checks to transfer money collected to the County Treasures,

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	9/13/16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	9/15/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/20/2016 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 14 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 9-12-2016

CURRENT POSITION TITLE: ACCOUNTANT II **CURRENT SLOT. #:** 001-181

REQUESTED POSITION TITLE: Accountant II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other (Salary adjustment/Increase From Step 4 to Step 6)

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

POSITION SALARY REQUEST:

Salary Amount: $ 43,503.00 (Current Budgeted Salary) $ 46,261.00 (Proposed Budgeted Salary) $ 2,758.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding from slot #001-021

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 of this position is necessary to meet the Sheriff's Office needs. The job content, job responsibilities and level of knowledge for this position is consistent with the position adjustment requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the position.

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

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

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 9/13/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/15/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/20/2016	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 14 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 9-8-2016

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT III **CURRENT SLOT. #:** 001-248

REQUESTED POSITION TITLE: Administrative Assistant III
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment / Increase (From Step 2 to Step 4)

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

POSITION SALARY REQUEST:

Salary Amount: $ 35,089.00 (Current Budgeted Salary) $ 37,298.00 (Proposed Budgeted Salary) $ 2,209.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding from slot #001-021

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 of this position is necessary to meet the Sheriff's Office needs. The job content, job responsibilities and level of knowledge for this position is consistent with the position adjustment requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the position.

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

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

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 9/13/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/15/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/20/2016	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 14 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-001 Jail 280-002 PR

DATE: 09-12-2016

CURRENT POSITION TITLE: ACCOUNTANT I

CURRENT SLOT. #: 001-249/002-360

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

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other (From Step 1 to Step 3) Salary Adjustment/Increase

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

POSITION SALARY REQUEST:

Salary Amount: $ 33,752.00X2= 67,504.00 (Current Budgeted Salary) $ 36,117.00X2= 72,234.00 (Proposed Budgeted Salary) $ 4,730.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Fundings from slot #001-021

POSITION Type:

Full Time Employee Object 113 ☑ PR 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	☑ PR	Non-Exempt	☑
N/A	☐		

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

Salary Adjustment of these positions are necessary to meet the Sheriff's Office needs. The job content, job responsibilities, and level of knowledge for these positions are consistent with the position adjustment requested. Therefore, an adjusment of salary is essential in order to continue the efficiency of the position.

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

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

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 9/13/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/15/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/20/2016	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 14 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 9-12-2016

CURRENT POSITION TITLE: HUMAN RESOURCES SPECIALIST I **CURRENT SLOT. #:** 001-283

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

Salary Adjustment | Increase

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other From Step 1 to Step 4

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,938.00 (Current Budgeted Salary) $ 31,979.00 (Proposed Budgeted Salary) $ 3,041.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding from slot #001-021

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 of this position is necessary to meet the Sheriff's Office needs. The job content, job responsibilities and level of knowledge for this position is consistent with the position adjustment requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the position.

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

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

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 9/13/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/15/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/15/2016	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 14 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE /280-015 Jail Commissary **DATE:** 9-1-2016

CURRENT POSITION TITLE: ACCOUNTANT III **CURRENT SLOT. #:** 015-10

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete position

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

POSITION SALARY REQUEST:

Salary Amount: $ 48,215.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (48,215.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other Partial funds to upgrade slot #001-021

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)

To delete position, partial funds to upgrade slot #001-021, this position will increase in commissary accountant job duties.

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 9/13/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/15/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/20/2016	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY SHERIFF'S OFFICE

ACCOUNTANT IV

GENERAL DESCRIPTION

Employee performs complex accounting work. Work involves preparing and overseeing the preparation of financial statements, records, and reports. May specialize in some phase of accounting work such as federal funds accounting; property and equipment control, cost, payroll, or bond servicing. May assign and/or supervise the work of others. Employee works under limited supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares financial statements, budgets, vouchers, and payrolls submitted by the agency

Prepares technical reports on estimates, cost data, and budget limits

Prepares monthly status analyses of funds and expenditures

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Maintains and/or oversees the maintenance of systems and controls necessary to provide accurate accounts of expenditures and budget balances for agency programs

Reviews various records, reports, applications, and contracts

May instruct staff on the maintenance of accounting records on expenditures and revenue collected, the positing of general ledgers, and the posting of journals

May approve and sign expense accounts and purchase vouchers submitted for payment

May assist in planning accounting and clerical work procedures

May direct the maintenance of accounting records on receipts and disbursements

May allocate tax revenues to the appropriate funds

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) to five (5) years demonstrated experience in accounting, governmental accounting, or commercial accounting, including supervisory experience

Graduation from an accredited four (4) year college or university with major course work in accounting or finance with 15 hours of accounting courses

Certificates, Licenses, & Registration

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

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of the agency's fiscal program; of governmental accounting; of budget control methods, policies, and procedures; and of laws and regulations pertaining to financial operations

Ability to interpret and apply accounting theory

Ability to plan and coordinate financial programs

Ability to plan procedures and coordinate accounting operations

Ability to interpret laws and regulations

Ability to assign and/or supervise the work of others

Knowledge in Uniform Grants Management Standards (UGMS) and GAAP

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY SHERIFF'S OFFICE

CASHIER II

GENERAL DESCRIPTION

Performs routine journey-level cashier work; Work involves collecting fees, charges, and payments for events, products, services, or non-events.

EXAMPLES OF WORK PERFORMED

Collects payments by accepting cash, making change and/or for the fee and trust account as follow: Fingerprints, clearance letters, offense reports, civil papers in and out county, tax sales done by the Sheriff's Office, payment on judgements, and properties sold for writ of executions etc.

Review and prepares monthly reports on bank statements for direct deposits for the housing of prisoners and the Bail Bond fees from the Jail.

Balances drawer for counting cash at beginning and end of work shift.

Maintains checkout operations by following county policies and procedures.

Maintains safe and clean working environment by complying with procedures, rules, and Regulations.

Provides information by answering questions and requests for services.

May submit monthly report to County Auditors with any copies that they may request, such as voided receipts, copies of telephone commission and billings for the housing of prisoners for the current month.

Prepare foreclose notices (demand letters) for each person connected with said property, such as owners or lien holders.

Process civil paperwork into odyssey as writ of execution, writ of possession, writ of garnishment, writ of injunctions, writ of sequestration, writ of attachment on property, order of sale, citation & notice.

Prepare Sheriff's deeds for vehicles and property sold.

Prepare checks to transfer money collected to the County Treasures and letters, envelopes, labels and all other necessary paper work to be sent out for sales on foreclosure property.

To check the email account for any civil paper work that County or District Clerk submitted through e-file to Sheriff's Office.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

One (1) year experience in cash handling

Certificates, Licenses and Registration

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

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to make change accurately

Able to operate cash register

Ability to handle high volume of customers

Good customer service and math/calculator skills

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an

employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Sheriff

DATE: 09/15/16

DEPARTMENT NUMBER: 280

PROGRAM No.: 001

CURRENT GRADE/TITLE:

CURRENT SLOT No.: 0346

Administrative Assistant II	$28,937.00
Classification/Position Title	Pay Grade/Salary

REQUESTED GRADE/ TITLE:

Cashier II	$31,979.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

Classification/Position Title	Pay Grade/Salary

COMMENTS:

AI-56384 (9/20/2016)

SIGNATURES

Human Resources Representative	9/16/2016 Date
County Treasurer Representative	09/15/16 Date
Budget & Management Representative	9/20/2016 Date

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Sheriff/Jail Commissary **DATE:** 09/15/16

DEPARTMENT NUMBER: 280 **PROGRAM No.:** 001/015

CURRENT GRADE/TITLE: **CURRENT SLOT No.:** 001-021 / 015-0016

Accountant III	$45,920.00
Classification/Position Title	Pay Grade/Salary

REQUESTED GRADE/ TITLE:

Accountant IV	$53,565.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

Classification/Position Title	Pay Grade/Salary

COMMENTS:

AI-56384 (9/20/2016)

SIGNATURES

Human Resources Representative	Date: 9/16/2016
County Treasurer Representative	Date: 09/15/16
Budget & Management Representative	Date: 9/20/2016

AI-56393 **Health & Human Services Dept.** **10. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Representatives from the Texas Healthy Communities Program will recognize Hidalgo County for its efforts to reduce cardiovascular disease, stroke, and other chronic diseases.

BACKGROUND

Fiscal Impact

Attachments

Health Communities Recognition News Release

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/15/2016 01:36 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Julia Sullivan		Started On: 09/15/2016 01:07 PM
Final Approval Date: 09/16/2016		

Contact: Julia Benitez Sullivan
Phone: 956.292.7026
Email: julia.sullivan@co.hidalgo.tx.us

NEWS RELEASE

FOR IMMEDIATE RELEASE
Tuesday, September 20, 2016

Texas Healthy Communities Program recognizes Hidalgo County for preventing and controlling heart disease, stroke and other chronic diseases

EDINBURG – The Texas Healthy Communities Program recognized the County of Hidalgo for its efforts to reduce cardiovascular disease (CVD), stroke, and other chronic diseases.

The Texas Healthy Communities Program assists communities to assess their existing environments, implement changes in local environmental and policy infrastructure and adopt priority public health practices to reduce risk factors for chronic diseases and honors cities that advance recognized best practices for preventing and controlling CVD, stroke and other chronic diseases.

There are four levels of recognition: Gold, Silver, Bronze and Honorable Mention. Hidalgo County was recognized at the Bronze Level. Last year the county received an Honorable Mention. Communities are assessed on eight indicators to determine recognition as a Texas Healthy Community. Environmental indicators include offering physical activity areas, healthy eating options, mother-friendly, worksites and an evidence-based health curriculum in schools. Policy indicators include a 100% smoke free city smoking ordinance; an EMS system which maintains a rapid response time for cardiac events and treatment of stroke as a medical emergency in the community, with appropriate acute stroke treatment protocols in place.

The Texas communities recognized this year are: Harris, Nueces and Webb counties and the City of Houston at the Gold Level; Angelina, Lubbock, Parker, Taylor, and Victoria counties recognized at the Silver Level; Hidalgo, Lamar, Parker, Taylor and Victoria counties at the Bronze Level; and Ector, Jasper, Nacogdoches, Newton, Waller and Wood counties, and the Cities of Temple, Red Oak, and Waxahachie received Honorable Mentions.

More information about the Texas Healthy Communities Program can be found on the Texas Department of State Health Services web site at http://www.dshs.state.tx.us/heart/Texas-Healthy-Communities-Program.aspx, or by contacting the Texas Healthy Communities Program, Cecily Brea, by phone at (512) 776 – 2050 or email at TXHC@dshs.state.tx.us.

###

Hidalgo County Commissioners Court

Ramon Garcia
County Judge

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

Eduardo "Eddie" Cantu
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Public Affairs Division
Julia Benitez Sullivan
Director

100 E. Cano St., 1st Floor
(956) 292-7026 **P**
(956) 292-7766 **F**
www.co.hidalgo.tx.us **W**
public.info@co.hidalgo.tx.us **E**

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

AI-56373 **Urban County** **11. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program is requesting approval to enter into a Memorandum of Understanding between the County of Hidalgo and the General Land Office to address access to and handling of data physically or electronically acquired by GLO, directly or indirectly from FEMA, SBA & NFIP and/or other federal sources to the County of Hidalgo in the implementation of GLO's CDBG Disaster Recovery Program.
2. Requesting approval for County Judge to e-sign the Memorandum of Understanding and related documents.

BACKGROUND

Fiscal Impact

Attachments

MOU
Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2016 03:37 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Sandra Regalado Started On: 09/14/2016 11:49 AM

Final Approval Date: 09/16/2016

DocuSign Envelope ID: 9CBA5BE5-2E24-4780-B375-8E568B55F249

State of Texas CDBG Disaster Recovery Program
2015 Severe Storms, Tornadoes, Straight-line Winds, and Flooding (FEMA-4223-DR-TX, FEMA4245-DR-TX)
Memorandum of Understanding
Sharing of Private Individual Data Protocol

I. Parties

This Memorandum of Understanding is entered into by and between the Texas General Land Office ("GLO") and Hidalgo County, Texas ("the County"), to address access to and handling of data physically or electronically acquired by GLO, directly or indirectly, from the Federal Emergency Management Agency ("FEMA"), the Small Business Administration ("SBA'), the National Flood Insurance Program ("NFIP"), and/or other federal sources, and physically or electronically transmitted from GLO to the County in the implementation of GLO's Community Development Block Grant ("CDBG") Disaster Recovery Program (the "CDBG-DR Program"). The CDBG-DR Program is funded under section 420 of the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, Pub. L. No. 114-113, 129 Stat. 2242 (2015) ("the 2016 Appropriation").

II. Purpose

Under the 2016 Appropriation, the United States Department of Housing and Urban Development has allocated CDBG funds to the State of Texas to operate the CDBG-DR Program related to relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from Presidentially-declared FEMA-4223-DR-TX and FEMA 4245-DR-TX disasters. *See Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees,* 81 Fed. Reg. 39687 *et seq.* (June 17, 2016). The County, as a CDBG-DR Program subrecipient, has an immediate and long-term need for recovery-related data from relevant federal programs and agencies that GLO, as administrator of the State of Texas CDBG-DR Program, is willing to share. These data will be used in order to prevent duplication of efforts or duplication of benefits in determining eligibility for disaster assistance to CDBG-DR Program applicants. In particular, data that evidence disaster assistance funds already received by CDBG-DR Program applicants from FEMA, SBA, NFIP or other federal sources is critical to identify what assistance, if any, an applicant has received for home repair or replacement that is also conducted by the CDBG-DR Program.

III. Responsibilities and Description of Data Shared

A. DESCRIPTION OF DATA

GLO shall provide to the County, in an electronic format database via data disc when practicable, one or more of the following categories of information on the applicant base level:

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Requested fields at the address level are as follows for both covered disasters:

FEMA Returned Fields:

Primary Homeowner Name First
Primary Homeowner Name Middle
Primary Homeowner Name Last
Primary Homeowner Name Suffix (Jr., III, Sr., etc.)
Primary Homeowner Social Security Number
Secondary Homeowner Name First
Secondary Homeowner Name Middle
Secondary Homeowner Name Last
Secondary Homeowner Name Suffix (Jr., III, Sr., etc.)
Secondary Homeowner Social Security Number
Primary Homeowner Telephone Number
Alternate Homeowner Telephone Number
Homeowner Registration Number
Homeowner IHP Status
Damage Residence Address 1
Damage Residence Address 2
Damage Residence City
Damage Residence State
Damage Residence Zip
Damage Residence Latitude
Damage Residence Longitude
Damage Residence Inspection Status
Amount of Home Repair/Replacement funds
Amount of Rental Assistance
Amount of Other Needs Assistance
Rejected Due to Non-Compliance (Y/N)
Non-Referral Reason

NFIP Returned Fields:

Date of Loss
Policy Number
Building Payment: Structure Amount
Occupancy Type: Primary, Rental, Etc.
Insured Name

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SBA Returned Fields:

Applicant Name
Relationship
Social Security Number
Damaged Property Address
Damaged Property City
Damaged Property State
Damaged Property Zip Code
Application Number
SBA Loan Number
RE Verified $
Application RE Approve Amount
Status
Sub Status

B. DATA USE, SECURITY, AND DELIVERY

1. Restricted Use of Information: The County shall use the information obtained from GLO, pursuant to subsection A above, solely for the defined purpose stated in section II above. This shared information is considered both confidential and non-confidential information, but the County agrees to treat it as private, and to avoid the unauthorized use or release of such information unrelated to the defined purpose stated in this Memorandum of Understanding. It is the intention of the parties that shared information will be used strictly for the purpose stated herein.

2. Maintain Privacy and Security: The County and GLO are committed to maintain the privacy and security of CDBG-DR Program and federal agency applicants' individual information, within applicable program restraints.

3. Frequency and Manner of Delivery: All information described above shall be provided to the County as soon as it becomes available to GLO. Where practicable, GLO shall provide access to the shared information, described in subsection III.A above, to the County via password-protected media, with access restricted to the persons or categories of persons designated in subsection VI.B below.

IV. Legal Authority and Requirements

Protection and disclosure by federal agencies of private individual information is governed by the Privacy Act of 1974, 5 U.S.C. § 552a (2016), as amended ("the Privacy Act"), which includes enumerated civil and criminal penalties for unauthorized disclosure. FEMA regulation at 44 C.F.R. § 206.110(j)(2) (2016), as amended, explicitly requires states receiving FEMA applicant information to 1) protect it in the same manner that the Privacy Act requires FEMA to protect it; and 2) not use such information for purposes other than providing additional state or local disaster assistance to individuals and households. The private information of each

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victim of the disasters addressed in this Memorandum of Understanding must be protected from disclosure to unauthorized third parties. For this reason, GLO will use and produce, and the County will receive and use the information described above, from whatever federal agency or program obtained, only in a manner that complies and/or comports with the requirements of 44 C.F.R.§ 206.110(j)(2) and the Privacy Act. Data provided by GLO to the County under this agreement is provided as an intergovernmental transfer. As an intergovernmental transfer, GLO retains any and all exceptions to disclosure under the Texas Public Information Act, Tex. Gov. Code Ann. § 552.001 *et seq.* (Vernon 2016), as amended.

V. Data Transmission Security

A. GENERAL REQUIREMENTS

GLO and the County shall comply with all applicable statewide information technology security policies, standards and guidelines, as promulgated by the Texas Department of Information Resources. Any confidential data which is electronically transmitted under the terms of this Memorandum of Understanding shall to the extent practicable be sent in encrypted format. In transmitting confidential data, GLO and the County agree to adhere to industry standards as outlined by the National Institute of Standards and Technology ("NIST") or by the Federal Information Processing Standards ("FIPS"). GLO and the County may institute measures which provide levels of protection beyond FIPS and NIST standards, which measures must be provided to the other party in writing. GLO may hereinafter require increased protection beyond the standards stated in this Section V.

B. MONITORING AND REPORTING

The County and GLO shall implement and continually update monitoring plans to detect unauthorized access to or use of the information described above, or any attempts to gain unauthorized access. To the extent applicable, the County and GLO shall comply with § 521.053 of the Texas Business and Commerce Code (2016), as amended, regarding notification following breach of security of computerized data. The County shall further notify GLO within twenty-four hours of any security incident involving the information described above. Such security incidents may include, but are not limited to, unauthorized access to, use or disclosure of the information, unauthorized use of a system processing or storing the information, and/or changes to system hardware, firmware, or software characteristics without GLO's knowledge, instruction or consent. Following such notification, the County shall consult with GLO regarding the cause, mitigation and correction of the security incident. Nothing herein shall be deemed to limit the liability, if any, that the County may have to any person aggrieved by unauthorized use or disclosure of his or her private or confidential information.

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VI. Other Provisions:

A. CONFLICTS

Nothing in this Memorandum of Understanding is intended to conflict with federal or state law or GLO policy and directives. If a term or provision of this Memorandum of Understanding is inconsistent with such law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect.

B. FURTHER AUTHORIZED USE OF INFORMATION

Access to unit level data described in Section III above will be restricted to the following individuals or position categories within the County:

1.
2.
3.
4.
5.
6.
7.
8.
9.

The County may not share with any unauthorized person information considered personal and confidential to a CDBG-DR Program or federal agency applicant. The County cannot disclose to any third party such information obtained from GLO without GLO's explicit permission.

The County hereby agrees to release to GLO all reports, conclusions, recommendations, and other analyses of data obtained from GLO, before and in the same manner that they are intended for any third party. All such analyses may not be publicly released, or released to any third party, without review and permission of GLO.

GLO may disclose and/or use any such analyses for any lawful purpose, including but not limited to monitoring and reporting purposes, and pursuit of any rights it may have or acquire in the administration of the CDBG-DR Program. Such rights may include, but are not limited to disbursement, recovery or reduction of grant awards, and recovery of program assets.

GLO and the County further recognize that the information described above is subject to audit and inspection by federal and state agencies, and that the disclosure of such information may in certain circumstances occur when required by law.

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VII. Effective Date

This Memorandum of Understanding shall become effective when both parties have signed it.

VIII. Modification and Termination

This Memorandum of Understanding may be modified only by mutual written consent of the parties. This Memorandum of Understanding may be terminated at any time, upon mutual written agreement between the parties, or by either party upon thirty days' written notice to the other party. The duties of the parties to protect the privacy of CDBG-DR Program and/or federal agency applicants in connection with the information described above shall continue after termination.

IN WITNESS WHEREOF, the parties have caused their duly-authorized representatives to sign this Memorandum of Understanding with the effective date stated in Section VII above.

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Texas General Land Office

By: _____
Anne L. Idsal

Title: Chief Clerk/Deputy Land Commissioner

Date: _____

DEV OGC

PM

DIR

SDD

DGC

GC

DocuSign Envelope ID: 9CBA5BE5-2E24-4780-B375-8E568B55F249

Hidalgo County, Texas

By: _____
Diana R. Serna

Title: _____

Date: _____

DocuSign SECURED

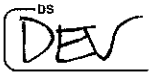
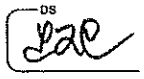
Certificate Of Completion

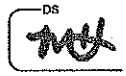
Envelope Id: 9CBA5BE52E244780B3758E568B55F249
Status: Sent
Subject: No Cost MOU: 16-454-000-A146 Hidalgo County (Texas General Land Office)
Source Envelope:
Document Pages: 11
Signatures: 0
Certificate Pages: 4
Initials: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
David Villafranca
1700 N Congress Ave
Ste 935
Austin, TX 78701-1495
david.villafranca@glo.texas.gov
IP Address: 204.65.210.230

Record Tracking

Status: Original
8/25/2016
Holder: David Villafranca
david.villafranca@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
David Villafranca david.villafranca@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DS  Using IP Address: 204.65.210.230	Sent: 8/25/2016 Viewed: 8/25/2016 Signed: 8/25/2016
Anthony Vargas anthony.vargas@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DS  Using IP Address: 204.65.210.205	Sent: 8/25/2016 Viewed: 8/29/2016 Signed: 8/29/2016
Edward Check contractsteam@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DS  Using IP Address: 67.79.6.50	Sent: 8/29/2016 Viewed: 8/29/2016 Signed: 8/29/2016
Pete Phillips Pete.Phillips@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DS  Using IP Address: 82.166.140.49 Signed using mobile	Sent: 8/29/2016 Viewed: 9/2/2016 Signed: 9/2/2016

Signer Events	Signature	Timestamp
Ken Wisian ken.wisian@glo.texas.gov Senior Deputy Director - Coastal Protection and Disaster Recovery Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 Using IP Address: 204.65.210.169	Sent: 9/2/2016 Viewed: 9/2/2016 Signed: 9/2/2016
Jeff Gordon jeff.gordon@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 Using IP Address: 204.65.210.210	Sent: 9/2/2016 Viewed: 9/2/2016 Signed: 9/2/2016
Mark Havens mark.havens@glo.texas.gov Director of Oil and Gas Legal Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 Using IP Address: 204.65.210.48	Sent: 9/2/2016 Viewed: 9/6/2016 Signed: 9/6/2016
Diana R. Serna diana.serna@co.hidalgo.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 9/6/2016 Viewed: 9/13/2016
Anthony Vargas anthony.vargas@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Anne Idsal anne.idsal@glo.texas.gov Chief Clerk Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Lance White lance.white@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**COPIED**	Sent: 8/25/2016
Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**COPIED**	Sent: 8/29/2016
Paul Botello paul.botello@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**COPIED**	Sent: 8/29/2016
Brandon Clark brandon.clark@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**COPIED**	Sent: 8/29/2016
Jay Franklin jay.franklin@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**COPIED**	Sent: 8/29/2016
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**COPIED**	Sent: 8/29/2016

Carbon Copy Events	Status	Timestamp
Diane Cates diane.cates@glo.texas.gov Lease Processor Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 9/2/2016 Viewed: 9/6/2016
Shanna Starkey shanna.starkey@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 9/2/2016
Debby French debby.french@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/6/2016

RE: MOU- General Land Office

From : Steve Crain <scrain@atlashall.com> Fri, Sep 16, 2016 02:46 PM
Subject : RE: MOU- General Land Office
To : 'Sandra Regalado' <sandra.regalado@co.hidalgo.tx.us>

The MOU is OK.

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Friday, September 16, 2016 9:55 AM
To: Steve Crain <scrain@atlashall.com>
Subject: MOU- General Land Office

Mr. Crain,

Good Morning. Attached for your review and/or approval please find a Memorandum of Understanding between the County of Hidalgo and the General Land Office. We are needing to place this item on the agenda but wanted to run it by your office first.

Please let me know if there is anything I can assist you with.

Respectfully,

Sandra G. Regalado, UCP Coordinator
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

AI-56356 **Urban County** **11. B.**

CC - REGULAR

Meeting Date: 09/20/2016

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 La Joya is requesting approval of a best and final negotiated contract for professional engineering services with Hinojosa Engineering, Inc., in the amount of $60,070.00 utilizing CDBG FY 26 (2013) La Joya Street Improvement funds.
2. Requesting approval of Work Authorization No. 1- La Joya 2014 Street Improvements in the amount of $60,070.00.

BACKGROUND

Hidalgo County Commissioner's Court approved authority to negotiate contract with the firm of Hinojosa Engineering, Inc. for the purpose of professional engineering services for the 2014 Street Improvements Project. See attached negotiated contract and Work Authorization No. 1.

Contract Amount: $ 60,070.00

Available
Funds: $136,660.89 2013 Street Improvements

Fiscal Impact

Attachments

City of La Joya 2013 Street Improvements
Form 1295 Hinojosa Engineering

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/14/2016 04:58 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Olga Lerma Started On: 09/13/2016 02:39 PM
Final Approval Date: 09/16/2016

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2016

Urban County Program
Guadalupe V. Garcia
UCP Coordinator II
Pharr, Texas 78577

August 24, 2016

Re: City of La Joya 2014 Street Improvements

Hinojosa Engineering is willing to accept for Civil Engineering Services $45,550.00 (Forty-five Thousand Five Hundred and Fifty-five Dollars), Surveying Services $14,520.00 (Fourteen Thousand Five Hundred and Twenty Dollars) , for a total fee of $60,070.00 (Sixty Thousand Seventy dollars, as our best and Final offer.

Hinojosa Engineering, Inc. would like to thank you for considering our firm for this important project.

If you should have any questions, please do not hesitate to contact my office at (956)581-0143.

Respectfully Submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

108 W. 18TH STREET • MISSION, TEXAS 78572 • TEL (956) 581-0143 • FAX (956) 581-2074

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **20th day of September, 2016** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Hinojosa Engineering, Inc.** of Mission, 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 La Joya- Street 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 **September 20, 2016,** and will expire **September 20, 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: **Hinojosa Engineering, Inc.**
Attn: W. Ricardo Hinojosa P.E., Owner
108 W.18th Street
Mission, Texas 78572

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

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: September 20, 2016.

ENGINEER:
Hinojosa Engineering, Inc.

By: _____

Printed Name W. Ricardo Hinojosa P.E.

Title: Owner

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On this: July 12, 2016.

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

-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

(Description of Services)

City of La Joya 2014 Street Improvements

Hinojosa Engineering, Inc. will provide Civil and Surveying Services that consists of the design of the improvement of streets in La Joya, Texas to include professional engineering services as they pertain to project completion of 11th, 12th, 13th, 14th, Vela/Jackson Street, Peralez/Martinez Street, Gonzalez Street, Alaniz Street, and Elizabeth Street, in La Joya, Texas.

Exhibit "C"

Hinojosa Engineering, Inc.

Structural • Civil • Surveying

HOURLY RATES FOR 2016

1. Principal	$180.00/HR.
2. Project Manager	$150.00/HR.
3. Engineer	$140.00/HR.
4. EIT Engineer/Intern	$125.00/HR.
5. CADD Technician	$ 75.00/HR.
6. RPLS	$120.00/HR.
7. Survey Crew	$100.00/HR.
8. Clerical	$ 55.00/HR.

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Engineering 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, **Hinojosa Engineering, Inc.** professional engineers of **Mission,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" 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 **$60, 070.00**. 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. 5014-40-0311-5000-4000-UCP-GVG
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 **September 20, 2016** as indicated below and effective as of **20th day of September, 2016 .**

THE ENGINEER:
HINOJODS ENGINEERING, INC.

_____
By: Ricardo Hinojosa, P.E Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
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

(Description of Services)

City of La Joya 2014 Street Improvements

Hinojosa Engineering, Inc. will provide Civil and Surveying Services that consists of the design of the improvement of streets in La Joya, Texas to include professional engineering services as they pertain to project completion of 11th, 12th, 13th, 14th, Vela/Jackson Street, Peralez/Martinez Street, Gonzalez Street, Alaniz Street, and Elizabeth Street, in La Joya, Texas.

EXHIBIT "C"

WORK SCHEDULE

Project – City of La Joya 2014 Street Improvements

Client – City of La Joya

Project # - 16-153

Task	Estimate Schedule
1. Preliminary Investigation Report	August 23, 2016
2. 100% Final Investigation Report	September 9, 2016
3. Schematic Design	September 23, 2016
4. Design Development	October 7, 2016
5. Construction Document 30%	October 21, 2016
6. Construction Document 60%	November 04, 2016
7. Construction Document 100%	November 18, 2016
8. Advertisement for Bid	To be established by Owner
9. Bid Closed	To be established by Owner
10. Review Bids and present to County Commission	To be established by Owner
11. Pre Construction Meeting	To be established by Owner
12. Construction Phase	March 31, 2017

"Exhibit "D"

Exhibit "D" Engineer's Estimate of Probable Costs — Date: August 24, 2016
Prepared For: City of La Joya 2014 Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		UNIT TOTAL
11th Street from Peralez Ramirez to Leo Avenue						
1	1.5 HMAC Payment Overlay	2,295	SY	$17.00	=	$39,015.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$42,915.00**
11th Street from Peralez Ramirez to Garza Avenue						
1	1.5 HMAC Payment Overlay	2,747	SY	$17.00	=	$46,699.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$50,599.00**
12th Street from Peralez Ramirez to Leo Avenue						
1	1.5 HMAC Payment Overlay	1,464	SY	$17.00	=	$24,888.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$28,788.00**
13th Street from Gonzalez Avenue to Leo Avenue						
1	1.5 HMAC Payment Overlay	930	SY	$17.00	=	$15,810.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$19,710.00**
13th Street from Peralez Ramirez to						
1	1.5 HMAC Payment Overlay	1,742	SY	$17.00	=	$29,614.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$33,514.00**

TOTAL $175,526.00

Engineer's Estimate of Probable Costs
Prepared For: City of La Joya

Date: August 24, 2016

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		UNIT TOTAL
12th Street from Peralez Martinez to						
1	1.5 HMAC Payment Overlay	1,270	SY	$17.00	=	$21,590.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$25,490.00**
14th Street from Peralez Martinez to Gonzalez Avenue						
1	1.5 HMAC Payment Overlay	1,197	SY	$17.00	=	$20,349.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$24,249.00**
Gonzalez Avenue form 12th Street to Military Highway						
1	1.5 HMAC Payment Overlay	2,862	SY	$17.00	=	$48,654.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
					=	
				Subtotal		**$52,554.00**
Alaniz Street form 12th Street to 13th Street						
1	1.5 HMAC Payment Overlay	1,182	SY	$17.00	=	$20,094.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$23,994.00**
Elizabeth Street form Military Highway to						
1	1.5 HMAC Payment Overlay	1,073	SY	$17.00	=	$18,241.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$22,141.00**

TOTAL **$148,428.00**

Engineer's Estimate of Probable Costs
Prepared For: City of La Joya

Date: August 24, 2016

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		UNIT TOTAL
Vela Jackson from Military Highway						
1	1.5 HMAC Payment Overlay	2,540	SY	$17.00	=	$43,180.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$47,080.00**
Peralez Martinez form Military Highway to						
1	1.5 HMAC Payment Overlay	3,975	SY	$17.00	=	$67,575.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$71,475.00**
11th Street from Peralez Martinez to Vela Jackson						
1	1.5 HMAC Payment Overlay	1,611	SY	$17.00	=	$27,387.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$31,287.00**
Vela Jackson from						
1	1.5 HMAC Payment Overlay	1,278	SY	$17.00	=	$21,726.00
2	Striping	1	LS	$900.00	=	$900.00
3	Site Preparation/Mobilization	1	LS	$3,000.00	=	$3,000.00
				Subtotal		**$25,626.00**

TOTAL **$175,468.00**

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 **Hinojosa Engineering, Inc.** Professional Engineers of, **Mission,** 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__.

THE ENGINEER:
Hinojosa Engineering, Inc.

_____
By: W. Ricardo Hinojosa, P.E., Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

Exhibit "F"

HINOENG-01 CANPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2016

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
Shepard Insurance Agency
5801 N 10th St Ste 600
McAllen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS: shepard@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Co	31325
INSURER B : Continental Western Ins Co	10804
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hinojosa Engineering Inc
108 W 18th St
Mission, TX 78572

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			CPA4672413-12	08/21/2016	08/21/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CPA4672413-12	08/21/2016	08/21/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			CUA4672414-12	08/21/2016	08/21/2017	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $						Pers/Adv Injury	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County Urban County Program
1916 Tesoro Street
Pharr, TX 78577

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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The ACORD name and logo are registered marks of ACORD

Exhibit "F"

Policy Number:

Date Entered: 08/23/2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/23/2016

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: Carl Davis PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com
INSURED Hinojosa Engineering, Inc. 108 W. 18th St, Mission, TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TEXAS MUTUAL INSURANCE ASSOCIATION INSURER B: HCC Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	0001296035	10/23/2015	10/23/2016	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	PROFESSIONAL LIABILITY			HSI1620146	02/15/2016	02/15/2017	CLAIMS MADE	1,000,000
							AGGREGATE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
1916 Tesoro Street
Pharr, Texas 78577

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

Mr. Carl Davis

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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:
2016-103337

Date Filed:
08/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hinojosa Engineering, Inc.
Mission, 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.
5014-40-0311-5000-4000
La Joya 2014 Street Improvements

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.

MAYELA G. DUQUE
MY COMMISSION EXPIRES
January 13, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ricardo Hinojosa, this the 24th day of Agust, 2016, to certify which, witness my hand and seal of office.

Mayela G. Duque — Secretary

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:
2016-103337

Date Filed:
08/23/2016

Date Acknowledged:
08/24/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hinojosa Engineering, Inc.
Mission, 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.

5014-40-0311-5000-4000
La Joya 2014 Street Improvements

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-56348 **Urban County** **11. C.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Hidalgo, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) Hidalgo Parks, Recreational Facility Improvement funds.

Professional Service Firm	Grade	Ranked
Javier Hinojosa Engineering	96.67%	
LNV Engineering	96.67%	
Channing Engineering, LLC	89.33%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 29 (2016) Hidalgo Parks, Recreational Facility Improvements project.

BACKGROUND

Project consists of the rehabilitation and expansion of the bathroom /concession stand facility, purchase and installation of park equipment, the installation of conventional lighting throughout the park perimeter, to include but not limited to and related appurtenances such as professional engineering services, geo-technical and material testing fees, etc. Location: Valle Alto Park: 301 McColl Road, Hidalgo, TX 78557

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact at this time until final negotiated contract with No. 1 ranked is presented to CC at a later date.

Attachments

City of Hidalgo Scoring Grid Year 29 (2016)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/15/2016 08:03 AM
Merlen P. Munoz	Merlen P. Munoz	09/15/2016 09:04 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Olga Lerma		Started On: 09/13/2016 08:32 AM
Final Approval Date: 09/16/2016		

City of Hidalgo
Engineering Services
Parks, Recreational Facilities and Improvements
Year 29 (2016)
Grading-Ranking Grid

Criteria	Javier Hinojosa Engineering			LNV Engineering			Channing Engineering, LLC.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	19	20	20	20	20	20	20
Experience of Project Team	25	24	25	25	25	24	23	23	23
Experience/ Availability of Project Manager	20	17	20	20	20	19	19	18	17
Understanding of Project	25	24	24	25	23	25	25	17	23
Familiarity with Applicable Rules & Regulations	10	10	7	10	4	10	10	3	7
TOTALS	100	95	95	100	92	98	97	81	90
AVERAGES	290 % 3 = 96.67%			290 % 3 = 96.67%			268 %3 = 89.33%		
RATING									

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

RECEIVED
SEP - 9 2016
Urban County Program

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Provides enough information on team qualifications		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Shows leadership needed to complete project		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Has professional qualifications.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Understands scope of work.		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Engineers are well prepared to perform projects.		TOTAL 10
	Total Score	100

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: _____ Department: HC-UCP

Project Name: 2016 Hidalgo Parks, Rec. Fac. Imp. Date: 8/26/2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: Meets most criteria, but did address experience designing parks		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	7
Comments/Rationale For Points: Meets most criteria, but project Manager does not have experience in (5) or more projects		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but do mention experience with designing Parks Projects		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	95

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Antonio Darco Department: HC-UCP

Project Name: 2016 Hidalgo Parks, Rec. Fac. Imp. Date: 8-25-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Has adequate qualified staff		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Firm meets criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Was unable to identify past experience/knowledge of governmental rules		TOTAL 7
	Total Score	95

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: [illegible] Department: Purchasing

Project Name: Valle Alto Park Date: 08/26/2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Provides enough information on team qualifications.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Shows leadership needed to complete project		TOTAL 28
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Has professional qualifications.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Understands scope of work		TOTAL 28
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Engineers are well prepared to perform project.		TOTAL 10
	Total Score	100

Firm/Participant's Name: LNV Engineers

Evaluator: _____ Department: HC-UCP

Project Name: 2016 Hidalgo Parks, Rec. Fac. Imp. Date: 8/26/2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must address appropriate rules and regulations and RFQ responsive.		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Did not in narrative of applicable rules and regulations		TOTAL 4
	Total Score	92

Firm/Participant's Name: LNV Engineers

Evaluator: Antonio Barco Department: HC-UCP

Project Name: 2016 Hidalgo Parks, Rec. Fac. Imp. Date: 8-25-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Firm qualified w/staff & resources to perform project.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Engineers listed, able to identify similar project being evaluated		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: Good methodology w/Project Manger having a long list of projects		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: SOQ well organized. References were complete w/ Contact info.		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm shows knowledge w/complying w/rules/regulations		TOTAL 10
	Total Score	98

Firm/Participant's Name: LNV

Evaluator: [illegible] Department: Purchasing

Project Name: Falls Ville Park Date: 08/25/2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Provides enough information on Team Qualifications		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: Shows Leadership needed to complete project		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: Has qualifications.		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Understands scope of work.		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Engineers are well prepared to complete projects.		TOTAL 10
	Total Score	97

Firm/Participant's Name: Chaning Engineering, LLC

Evaluator: _____ Department: HC-UCP

Project Name: 2016 Hidalgo Parks, Rec. Fac. Imp. Date: _____

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Does not have (5) types of projects		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Did address most categories by including pertinent information		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points:		TOTAL 3
Total Score		81

Firm/Participant's Name: Chaning Engineering, LLC

Evaluator: Arturo Garcia Department: HC-UCP

Project Name: 2016 Hidalgo Parks, Rec. Fac. Imp. Date: 8-25-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Firm has qualified staff + resources to perform project		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Firm meets most criteria		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Met general criteria		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets general criteria. Does not list any similar projects		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Was unable to identify past experience/knowledge of governmental rules		TOTAL 7
	Total Score	90

Firm/Participant's Name: Chanin Engineering

Evaluator: Uplasquez Department: Purchasing

Project Name: Palo Alto Park Date: 08/24/2018

AI-56330 **Urban County** **11. D.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 3's proposed budget and program amendment for fiscal years 21, 22, 24, 25, 26, 27, 28, & 29 (2008, 2009, 2011, 2012, 2013, 2014, 2015 & 2016 to include additional streets to the Street Improvement line item for each fiscal year.

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 3 for fiscal years 21, 22, 24, 25, 26, 27, 28 & 29. (2008, 2009, 2011, 2012, 2013, 2014, 2015 & 2016) to include additional streets to each respective funding year.

BACKGROUND

A Public Hearing was held on September 20, 2016, at 9:30 A.M. and citizen participation requirements have been met. All street improvement projects for each respective fiscal year have been completed, leaving surplus funds available. Additional streets are being included in the Annual Action Plan for each fiscal year in order to expend the funds available. Forfeited funds will also be allocated for the same street improvement project. The street locations are: Escuela Dr., 65th St., 66th St., Mile 5 Circle, Valencia Avenue, Las Palmas Dr., Amber Street, Old 107 West Addition Colonia (All subdivision streets), Bougambillia Street, Squire Lane, Camelot Dr, S. Ezequiel Loop, N. Ezequiel Loop, La Homa Road (From 7Mile to 81/2 Mile), Jovita Street, S. Palm Leaf, N. Palm Leaf, and Palm Leaf all within Precinct No. 3 boundaries. See attached Public Hearing Notice published in The Monitor on August 15, 2016.

Fiscal Impact

Attachments

Public Hearing Notice- Pct No.3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2016 04:55 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Olga Lerma		Started On: 09/09/2016 04:49 PM
Final Approval Date: 09/16/2016		

PUBLIC HEARING NOTICE - *AVISO PUBLICO*

Precinct No. 3

Published On: August 15, 2016

BUDGET & PROGRAM AMENDMENT -*PRESUPUESTO Y PROGRAMA DE MODIFICACIÓN*

In compliance with the Community Development Block Grant (CDBG) requirements, **Precinct No. 3** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget & program amendment to its Urban County Program **Years 21, 22, 24, 25, 26, 27, 28 & 29 (2008, 2009, 2011, 2012, 2013, 2014 , 2015 & 2016).**

En conformidad con los requisitos del Programa del Desarrollo Comunitario de Bloque (CDBG), El Pricincto #3 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 21, 22, 24, 25,26, 27, 28 Y 29 (2008, 2009, 2011, 2012, 2013, 2014, 2015 Y 2016).

The Public Hearing will be held on **Tuesday, September 27, 2016** at **9:30 A.M.** at the **Hidalgo County Commissioner's Court at 100 East Cano, 1st Floor, Edinburg, Texas 78539.**

*La Audiencia Pública se llevará a cabo en **Martes, 27 de septiembre 2016** a las **9:30A.M.** en la Corte de Comisionados del Condado de Hidalgo localizada : 100 East. Cano, Primer Pizo, Edinburg, Texas 78539.*

Existing Budget *Presupuesto Existente*	**Year/ Activities** *Año / Actividades*	**Proposed Budget** *Propuesta de presupuesto*
$ 3,169.00	2008 Street Improvements / *Mejoras de calles*	$ 3,169.00
$ 21,237.99	2011 Street Improvements / *Mejoras de calles*	$ 21,237.99
$ 208,198.42	2012 Street Improvements / *Mejoras de calles*	$ 208,198.42
$ 71,299.90	2013 Street Improvements / *Mejoras de calles*	$ 71,299.90
$ 284,553.18	2014 Street Improvements / *Mejoras de calles*	$ 284,553.18
$ 131,164.75	2015 Street Improvements / *Mejoras de calles*	$ 131,164.75
$719,623.24	**TOTAL FUNDS/ TOTAL DE FONDOS**	**$719,623.24**

Existing Budget *Presupuesto Existente*	**Year/ Activities** *Año / Actividades*	**Proposed Budget** *Propuesta de Presupuesto*
$ 9,491.03	2009 Public Services (General) / *Servicios Publicos (General) Peñitas*	$ 0.00
$ 0.00	2009 Street Improvements/ *Mejoras de calles*	$ 9,491.03
$ 18,692.00	2014 Street Improvements/ *Mejoras de calles Palmhurst*	$ 18,692.00
$ 17,899.00	2015 Street Improvements/ *Mejoras de calles Palmhurst*	$ 17,899.00
$ 17,637.00	2016 Street Improvements/ Mejoras de calles Palmhurst	$ 17,637.00
$ 63,719.03	**TOTAL FUNDS/ TOTAL DE FONDOS**	**$ 63,719.03**

The proposed amendment will ADD a Street Improvements project for each respective year. Project will consists of the overlay to the existing county roads in Precinct No. 3 to include but not limited to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: Escuela Dr., 65th St., 66th St., Mile 5 Circle, Valencia Avenue, Las Palmas Dr., Amber Street, Old 107 West Addition Colonia (All subdivision streets), Bogambillia Street, Squire Lane, Camelot Dr, S. Ezequiel Loop, N. Ezequiel Loop, La Homa Road (From 7Mile to 81/2 Mile), Jovita Street, S. Palm Leaf, N. Palm Leaf, and Palm Leaf, Mission, Texas, 78572. The amendment will also include the use of all forfeited and recaptured funds as listed for the same Street Improvements Project for Precinct No. 3.

La modificación propuesta se sumará un proyecto Mejoras a las calles para cada año respectivo . El proyecto consiste en la superposición de las carreteras del condado existentes en Precinto No. 3 para incluir , pero sin limitarse a las calles adyacentes / contiguas dentro de la misma área general . Otros gastos incluyen los servicios profesionales de ingeniería, topografía , costos de las pruebas geotécnicas y materiales de construcción , etc. La Calles son : Escuela Dr., 65th St., 66th St., Milla 5 Circle , Valencia Avenue, Las Palmas Dr., Calle Amber , Old 107 West Colonia (todas las calles de subdivisión) , Calle Bogambillia , Calle Squire Lane y Calle Camelot Dr., Calle S. Ezequiel Loop, Calle N. Ezequiel Loop, Calle La Homa (de 7Mile to 81/2 Mile), Calle Jovita , Calle S. Palm Leaf, Calle N. Palm Leaf, y Calle Palm Leaf, Mission, Texas , 78572. La modificación también incluirán el uso de todos los fondos decomisados y recapturados que se indican para el mismo Proyecto de Mejoras a las calles del Precinto No. 3 .

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:

Commissioner /Comisionado: Joe Flores,
Hidalgo County Precinct No. 3
P.O. Box 607
Mission, Texas 78574

AI-56174 **Elections Administration** **12. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Hilda Salinas, ELECTIONS DEPT.

Submitted By: Hilda Salinas, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and approval to add Early Voting polling locations for the November 8, 2016 General Election.

San Carlos Community Resource Center
230 N. 86th St.
San Carlos, Texas 78542

Hidalgo County Pct. 4 Field Operations
1124 M. Rd.
Edinburg, Texas 78542

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

BACKGROUND

Fiscal Impact

Attachments

Mobile Unit Sites
Mobile Unit Sites
Mobile Unit Sites
locations

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/12/2016 10:26 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Hilda Salinas		Started On: 09/01/2016 04:05 PM

Final Approval Date: 09/16/2016



Hidalgo County Elections Department

(Departamento de Elecciónes del Condado de Hidalgo)

General Election *(Eleccion General)*

NOVEMBER 8, 2016 (8 de Noviembre de 2016)

Early Voting Schedule: ***MOBILE #3***

(Horario para Voto Adelantado: Móvil #3)



DAY	DATE	HOURS	LOCATION
Monday	Oct. 24, 2016	**8:00AM to 5:00PM**	**IDEA Public Schools** *505 Angelita Dr. Weslaco, TX*
Tuesday	Oct. 25, 2016	**8:00AM to 5:00PM**	**Weslaco East High School** *810 S. Pleasantview Weslaco, TX*
Wednesday	Oct. 26, 2016	**8:00AM to 5:00PM**	**PSJA High School** *805 W. Ridge Rd. Pharr, TX*
Thursday	Oct. 27, 2016	**8:00AM to 5:00PM**	**J Economedes High School** *1414 N. Alamo Rd. Edinburg, TX*
Friday	Oct. 28, 2016	**8:00AM to 5:00PM**	**Lone Star National Bank** *118 S. Cage Blvd Pharr, TX*
Saturday	Oct. 29, 2016	**8:00AM to 5:00PM**	**Telemundo (Chase Bank)** *200 S. 10th St. McAllen, TX*
Sunday	Oct. 30, 2016	**10:00AM to 3:00PM**	**Basilica of San Juan** *400 N. Virgen de San Juan Blvd. San Juan, TX*
Monday	Oct. 31, 2016	**8:00AM to 5:00PM**	**IDEA McAllen Academy** *201 N. Bentsen Rd. McAllen, TX*
Tuesday	Nov. 1, 2016	**8:00AM to 5:00PM**	**McAllen High School** *2021 La Vista Ave. McAllen, TX*
Wednesday	Nov. 2, 2016	**8:00AM to 5:00PM**	**Juarez Lincoln High School** *7801 W. Mile 7 Rd, Mission, TX*
Thursday	Nov. 3, 2016	**8:00AM to 5:00PM**	**Donna North High School** *7250 N. Val Verde Rd Donna, TX*
Friday	Nov. 4, 2016	**8:00AM to 5:00PM**	**IBC Corporate** *One South Broadway McAllen, TX*

DRAFT

****CALL (956) 318-2570 FOR GENERAL INFORMATION****

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Commissioner's Court Approval-Pending)



Hidalgo County Elections Department

(Departamento de Eleccióones del Condado de Hidalgo)

General Election *(Eleccion General)*

NOVEMBER 8, 2016 (8 de Noviembre de 2016)

Early Voting Schedule: ***MOBILE #2***

(Horario para Voto Adelantado: Móvil #2)



DAY	DATE	HOURS	LOCATION
Monday	Oct. 24, 2016	**7:00AM to 7:00PM**	**Doctors Hospital at Renaissance** *5501 S. McColl Rd. Edinburg, TX*
Tuesday	Oct. 25, 2016	**7:00AM to 7:00PM**	**Doctors Hospital at Renaissance** *5501 S. McColl Rd. Edinburg, TX*
Wednesday	Oct. 26, 2016	**8:00AM to 5:00PM**	**Rio Grande Regional Hospital** *101 E. Ridge Rd. McAllen, TX*
Thursday	Oct. 27, 2016	**8:00AM to 5:00PM**	**McAllen Medical Center Hospital** *301 W. Expressway 83 McAllen, TX*
Friday	Oct. 28, 2016	**8:00AM to 5:00PM**	**Edinburg Regional / Children's Hospital** *1102 W. Trenton Rd. Edinburg, TX*
Saturday	Oct. 29, 2016	**8:00AM to 5:00PM**	**Entravision Communications** *801 N. Jackson Rd McAllen, TX*
Sunday	Oct. 30, 2016	**10:00AM to 3:00PM**	**Church of Christ** *1410 E. 3 Mile Rd. Palmhurst, TX*
Monday	Oct. 31, 2016	**8:00AM to 12:00PM**	**South Texas Behavioral Health** *2102 W. Trenton Rd. Edinburg, TX*
		1:00PM to 5:00PM	**Cornerstone Regional Hospital** *2302 Cornerstone Blvd. Edinburg, TX*
Tuesday	Nov. 1, 2016	**8:00AM to 5:00PM**	**McAllen Heart Hospital** *1900 S. D St. McAllen, TX*
Wednesday	Nov. 2, 2016	**7:00AM to 7:00PM**	**Women's Hospital at Renaissance** *5502 S. McColl Rd. Edinburg, TX*
Thursday	Nov. 3, 2016	**8:00AM to 5:00PM**	**Knapp Medical Center Hospital** *1401 E. 8th St. Weslaco, TX*
Friday	Nov. 4, 2016	**8:00AM to 5:00PM**	**Mission Regional Hospital** *900 S. Bryan Mission, TX*

DRAFT



Hidalgo County Elections Department

(Departamento de Eleccióones del Condado de Hidalgo)

General Election *(Eleccion General)*

NOVEMBER 8, 2016 (8 de Noviembre de 2016)

Early Voting Schedule: ***MOBILE #1***

(Horario para Voto Adelantado: Móvil #1)



DAY	DATE	HOURS	LOCATION
Monday	Oct. 24, 2016	**8:00AM to 5:00PM**	**Hidalgo County Court House** *100 N. Closner Blvd. Edinburg, TX*
Tuesday	Oct. 25, 2016	**8:00AM to 5:00PM**	**Hidalgo Co. "New" Administration** *2800 S. Business Hwy 281 Edinburg, TX*
Wednesday	Oct. 26, 2016	**8:00AM to 5:00PM**	**County Commissioner Pct. #1 Office** *1902 Joe Stephens Ave. Ste. 101 Weslaco, TX*
Thursday	Oct. 27, 2016	**8:00AM to 5:00PM**	**County Commissioner Pct. #2 Office** *300 W. Hall Acres Rd. Pharr, TX*
Friday	Oct. 28, 2016	**8:00AM to 5:00PM**	**Lone Star National Bank** *118 S. Cage Blvd Pharr, TX*
Saturday	Oct. 29, 2016	**8:00AM to 5:00PM**	**TLC Pharmacy & Medical Equipment** *1242 E. Business Hwy 83 Mission, TX*
Sunday	Oct. 30, 2016	**10:00AM to 3:00PM**	**Our Lady of Sorrows Catholic Church** *1108 W. Hackberry Ave. McAllen, TX*
Monday	Oct. 31, 2016	**8:00AM to 7:00PM**	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
Tuesday	Nov. 1, 2016	**8:00AM to 7:00PM**	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
Wednesday	Nov. 2, 2016	**8:00AM to 7:00PM**	**STC NAH Campus** *1101 E. Vermont McAllen, TX*
Thursday	Nov. 3, 2016	**8:00AM to 7:00PM**	**STC NAH Campus** *1101 E. Vermont McAllen, TX*
Friday	Nov. 4, 2016	**8:00AM to 5:00PM**	**Lone Star National Corporate** *520 E. Nolana Ave. McAllen, TX*

DRAFT

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

November 8, 2016 (8 de Noviembre de 2016)
GENERAL ELECTION (Eleccion General)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Oct. 24, 2016	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Oct. 25, 2016	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Oct. 26, 2016	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Oct. 27, 2016	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Oct. 28, 2016	7:00 A.M. -- 7:00 P.M.
Saturday/ Sabado	Oct. 29, 2016	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Oct. 30, 2016	10:00 A.M. – 3:00 P.M.
Monday/ Lunes	Oct. 31, 2016	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Nov. 1, 2016	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Nov. 2, 2016	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Nov. 3, 2016	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Nov. 4, 2016	7:00 A.M. -- 7:00 P.M.

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

ALAMO SUB
(Class Room)
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

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

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

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

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

EDINBURG SUB
(Student Union Bldg.)
UTRGV
1201 W. University
Edinburg, TX

EDINBURG SUB
Hidalgo County Pct. 4, Field Operations Office
1124 N. M Rd.
Edinburg, TX

EDINBURG SUB
(Main Entrance)
San Carlos Resource Center
230 N. 86th St
Edinburg, TX

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

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

HIDALGO SUB
(Chambers)
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

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

MCALLEN SUB
(Exercise Room) Lark Comm. Ctr. 2601 Lark Ave. McAllen, TX

MCALLEN SUB
(Meeting Room B)
McAllen Public Lib.
4001 N. 23rd St.
McAllen, TX

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

MCALLEN SUB
(Exercise Room)
Palmview Comm. Ctr.
3401 Jordan Ave.
McAllen, TX

MCALLEN SUB
(Foyer)
STC Cooper Center
3200 Pecan Blvd.
McAllen, TX

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

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

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

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

PENITAS SUB
(Meeting Room)
City Hall Annex
1320 S. Main St.
Penitas, TX

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

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

PROGRESO SUB
(Main Entrance)
Progreso Comm. Ctr.
510 FM 1015 Progreso, TX

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

SULLIVAN SUB
(Main Entrance)
Sullivan Fire Station
500 Cenizo Dr.
Sullivan City, TX

WESLACO SUB
(Conference Room)
Business Visitor & Event Ctr.
275 S. Kansas
Weslaco, TX

LA VILLA SUB
(Main Entrance)
Multi-Purpose Bldg.
500 E. 9th St.
La Villa, TX

MONTE ALTO SUB
(Main Entrance)
Community Center
25149 1st St.
Monte Alto, TX

VALLEY VIEW SUB
(Cafeteria)
Valley View 5th Gr. Campus
9701 S. Jackson Rd.
Pharr, TX

DRAFT

AI-56342 **Precinct #4** **13. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted By: Nick Perez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval to purchase metal material for construction of Sunflower Park fence-Vendor: Industrial Distribution Group, BuyBoard contract #501-15 in the amount of $64,211.75.

BACKGROUND

(Req: 305305)

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-419-40-124-123-0-740

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

BUDGETARY IMPACT:

Funds available as of 9/16/16.

Attachments

AI-56342

Alamo Iron Works 1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/15/2016 02:12 PM
Glinda Pacheco	Glinda Pacheco	09/16/2016 08:49 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Nick Perez		Started On: 09/12/2016 02:49 PM
Final Approval Date: 09/16/2016		

QUOTE

ALAMO IRON WORKS
An Industrial Distribution Group Company

Industrial Distribution Group,
5312 North Cage Blvd
Pharr, TX 78577

Pct # 1074

Req # 305305

po #

QUOTE DATE	QUOTE NO.
08/25/16	16116468-00
P.O. NO.	PAGE #
BONNE	1
REF/RELEASE	

CUST.#: 103844

SHIP TO: HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

QUOTED BY: Velma Quintanilla
velma.quintanilla@aiwnet.com

BILL TO: HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

INSTRUCTIONS		TERMS
		Net 60 days
SHIP POINT	SHIP VIA	SHIPPED
AIW - Pharr TX	Del-OurTruck	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED			QTY. U/M	UNIT PRICE	AMOUNT (NET)
	*******						
	ORDERS MUST BE SHIPPED COMPLETE						
	NO PARTIAL DELIVERIES						
	*******						
	BUYBOARD VENDOR ID 484. CONTRACT						
	#501-15----------						

1	499920ST60019020	90			EA	162.00	14580.00
	TBG SQ A500 6 X 6 X 3/16 X 20 FT 290.60# ea						
	LIST PRICE: $180.00	10% DISCOUNT					
	**********						
3	499920909465	2200			LG	6.98	15356.00
	SQUARE BAR A36 1/2 X 20 FT WGT 17.00# EA						
	Interchange Prod: S050						
	LIST PRICE: $7.756	10% DISCOUNT					
	**********						
4	499920S05024	1635			LG	8.40	13734.00
	SQUARE BAR A36 1/2 X 24 FT WGT 20.40# EA						
	Interchange Prod: S05024						
	LIST PRICE: $9.333	10% DISCOUNT					
	**********						
5	48106600039	177			each	5.29	936.33
	00039 CIFN PC6 0039PYRAM ID POST CAP 6						
	LIST PRICE: $5.878	10% DISCOUNT					
	**********						
6	48106600003	13080			EA	0.46	6016.80
	ORNAMENTAL CI FINIAL BANANA PEEL FOR 1/2 SQ						
	LIST PRICE: $.511	10% DISCOUNT					
	**********						
7	028876D28715	1			EA	208.76	208.76
	D28715 CHOP SAW 14IN ABRASIVE						
	LIST PRICE: $231.956	10% DISCOUNT					
	**********						
8	015082EDM13182304	4			CN	112.87	451.48
	6011 MUREX 1/8 WELDING ROD 50LB EO						

330-32

545-45

895-90

Continued

Prices are valid for 30 days from the date of quote unless otherwise stated above.
Quote is valid for this quantity only.
Additional freight and handling charges may apply.

QUOTE

ALAMO IRON WORKS
An Industrial Distribution Group Company

Industrial Distribution Group,
5312 North Cage Blvd
Pharr, TX 78577

QUOTE DATE	QUOTE NO.
08/25/16	16116468-00
P.O. NO.	PAGE #
BONNE	2
REF/RELEASE	

CUST.#: 103844

SHIP TO: HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

QUOTED BY: Velma Quintanilla
velma.quintanilla@aiwnet.com

BILL TO: HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

INSTRUCTIONS	TERMS	
	Net 60 days	
SHIP POINT	SHIP VIA	SHIPPED
AIW - Pharr TX	Del-OurTruck	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED			QTY. U/M	UNIT PRICE	AMOUNT (NET)
	LIST PRICE: $125.411 10% DISCOUNT						
	**********						
9	48105414-10-05	20			EA	102.77	2055.40
	SGS INDL GLOSS BLK FAST DRYING ALKYD PNT 5GA						
	HAZARDOUS MATERIALS TRANSPORTATION INFORMATION: UN1263, PAINT, 3, PG-I ERG Page # 128 Hazard Label/Placard FLAMMABLE						
	LIST PRICE: $114.189 10% DISCOUNT						
	**********						
10	48105418-809	20			EA	41.09	821.80
	SGS INDL RED/BROWN ALKYD RECYCLD PRIMER 5GA						
	HAZARDOUS MATERIALS TRANSPORTATION INFORMATION: UN1263, PAINT, 3, PG-I ERG Page # 128 Hazard Label/Placard FLAMMABLE						
	LIST PRICE: $45.656 10% DISCOUNT						
	**********						
11	481999CUT	1			EA	450.00	450.00
	STEEL/PIPE CUTTING CHARGE						
13	077089RF200-4	10			EA	1.24	12.40
	RF200-4 FRAME ROLLER 4in 4 WIRE						
	LIST PRICE: $1.378 10% DISCOUNT						
	**********						
14	0770896150	10			EA	0.89	8.90
	4IN PAINT ROLLER COVER 3/8 NAP B238						
	LIST PRICE: $.989 10% DISCOUNT						
	**********						
15	0770891123-2	6			EA	1.55	9.30
	2IN DELUX QUALITY PAINT BRUSH ALL-PUR INT/EXT						
	LIST PRICE: $1.722 10% DISCOUNT						
	**********						
16	479348452149	20			each	3.99	79.80
	#452149 FOAM PIPE PAINT ROLLER						
	LIST PRICE: $4.433 10% DISCOUNT						
	**********						

630-57
630-82
910-53
635-47
145-45
635-47

Continued

Prices are valid for 30 days from the date of quote unless otherwise stated above.
Quote is valid for this quantity only.
Additional freight and handling charges may apply.

QUOTE

ALAMO IRON WORKS
An Industrial Distribution Group Company

Industrial Distribution Group,
5312 North Cage Blvd
Pharr, TX 78577

QUOTE DATE	QUOTE NO.
08/25/16	16116468-00
P.O. NO.	PAGE #
BONNE	3
REF/RELEASE	

CUST.#: 103844

SHIP TO: HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

QUOTED BY: Velma Quintanilla
velma.quintanilla@aiwnet.com

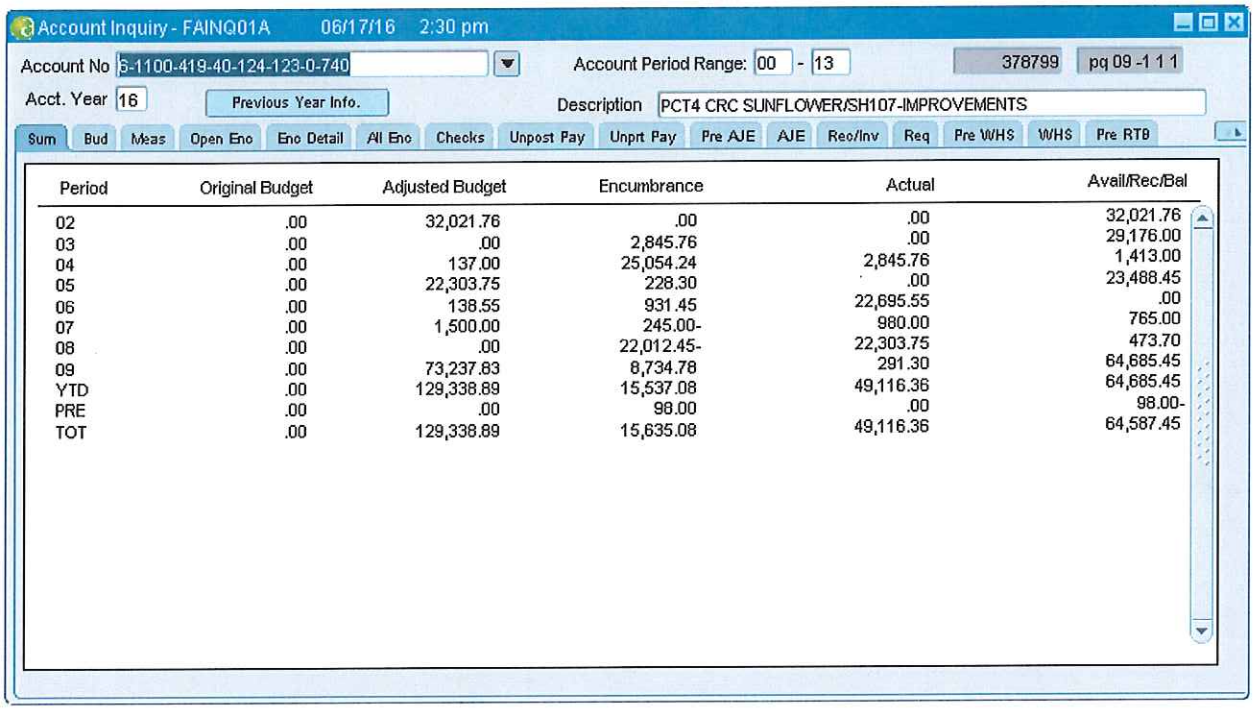
BILL TO: HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

INSTRUCTIONS	TERMS	
	Net 60 days	
SHIP POINT	SHIP VIA	SHIPPED
AIW - Pharr TX	Del-OurTruck	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED			QTY. U/M	UNIT PRICE	AMOUNT (NET)
17	125960110180 QUIKRETE 80LB CONCRETE MIX LIST PRICE: $4.278	560 10% DISCOUNT 150-12			each	3.85	2156.00
	**********						
18	FUEL SURCHARGE FUEL SURCHARGE	1			ea	18.00	18.00
19	499920RT2001001420 2 X 1 X 14GA X 20' RECTANGULAR TUBING LIST PRICE: $14.811	520 10% DISCOUNT	963-79		each	13.33	6931.60
	**********						
	**** LEAD TIME IS APROX 17-19 WORKING DAYS *****						
20	028876DW8002 WHEEL 14X7/64X1 BAR CUTTER CHOP SAW LIST PRICE: $8.111	10 10% DISCOUNT 545-45			EA	7.33	73.30
	**********						
22	499920921189 PLATE A36 3/16 X 4 FT X 10 FT 306.20# ea Interchange Prod: PLT019410 LIST PRICE: $137.40	2 10% DISCOUNT			SH	123.66	247.32
	**********						
23	03600023286 W30 ELEMENT FILTER FIXED SH10 AUTODARK 90X110 BLK KIMBERLY CLARK 23286 LIST PRICE: $71.733	1 10% DISCOUNT			EA	64.56	64.56
	**********						
20	Lines Total	Qty Total	18368			Subtotal	64211.75
						Shipping & Handling	0.00
						Invoice Total	64211.75

Last Page

Prices are valid for 30 days from the date of quote unless otherwise stated above.
Quote is valid for this quantity only.
Additional freight and handling charges may apply.



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
02	.00	32,021.76	.00	.00	32,021.76
03	.00	.00	2,845.76	.00	29,176.00
04	.00	137.00	25,054.24	2,845.76	1,413.00
05	.00	22,303.75	228.30	.00	23,488.45
06	.00	138.55	931.45	22,695.55	.00
07	.00	1,500.00	245.00-	980.00	765.00
08	.00	.00	22,012.45-	22,303.75	473.70
09	.00	73,237.83	8,734.78	291.30	64,685.45
YTD	.00	129,338.89	15,537.08	49,116.36	64,685.45
PRE	.00	.00	98.00	.00	98.00-
TOT	.00	129,338.89	15,635.08	49,116.36	64,587.45

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:
2016-112176

Date Filed:
09/14/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Alamo Distribution, LLC dba Alamo Iron Works
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
HIDALGO COUNTY PRECINCT #4

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.
305305
COMPONENTS FOR IRON FENCE

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.

CARRIE E. GAONA
Notary Public, State of Texas
My Commission Expires
May 29, 2017

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Wayne Dennis, this the 14th day of Sept, 20 16, to certify which, witness my hand and seal of office.

Carrie E Gaona — Signature of officer administering oath

CARRIE E. GAONA — Printed name of officer administering oath

Steel Fab Administration — Title of officer administering oath

AI-56442 **Precinct #4** **13. B.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of Agreement between Hidalgo County and North Alamo Water Supply Corporation for the overlay of streets in Isaacs Subdivision, LJ Subdivision No. 1 and Muniz Subdivision

BACKGROUND

NAWS is installing sanitary sewer system in each subdivision; County on receipt of funds ($255,800.00) shall overlay roads in subdivision following the installation of sanitary sewer system.

Recorded subdivisions named Isaccs Subdivision located off of Canton Road, LJ Subdivision No. 1 located off of Tower Road and Muniz Subdivision located off of Trenton Road (collectively the "Subdivisions");

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact at this time.

Attachments

legal

AGREEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2016 03:42 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Monica Badillo Started On: 09/16/2016 02:48 PM
Final Approval Date: 09/16/2016

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

Fwd: North Alamo Water Supply

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Sep 16, 2016 03:02 PM
Subject : Fwd: North Alamo Water Supply
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Friday, September 16, 2016 3:00:53 PM
Subject: RE: North Alamo Water Supply

I have approved the North Alamo Water Supply Corporation agreement.

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Friday, September 16, 2016 2:56 PM
To: Raul Sesin <raul.sesin@hcdd1.org>
Cc: Steve Crain <scrain@atlashall.com>; Jaime Salazar <jaime.salazar@hcdd1.org>; Steve Cruz <steven.cruz@co.hidalgo.tx.us>
Subject: Re: North Alamo Water Supply

We need to have an email from Mr. Crain saying he has reviewed and it is approved for our Auditor Mr. Sesin.

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Raul Sesin" <raul.sesin@hcdd1.org>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>, "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Steve Cruz" <steven.cruz@co.hidalgo.tx.us>
Sent: Friday, September 16, 2016 2:55:10 PM
Subject: Re: North Alamo Water Supply

Page 4 has the signature line for NAWSC, Judge, clerk and legal counsel.

Raul E. Sesin, PE, CFM
HCDD 1 General Manager
Sent from my iPhone

On Sep 16, 2016, at 2:45 PM, Maria Lucio <maria.lucio@co.hidalgo.tx.us> wrote:

> We also need the approval to form, thank you.
>
> Respectfully,
>
> *Lulu Lucio, CPM*
> Executive Assistant
> Hidalgo County Precinct #4
> Ph: 956- 292-7000 Ext. 4026
> Fax:956-381-5905
> maria.lucio@co.hidalgo.tx.us

From: "Raul Sesin" <raul.sesin@hcdd1.org>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Jaime Salazar" <jaime.salazar@hcdd1.org>, "Lulu Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steve Cruz" <steven.cruz@co.hidalgo.tx.us>
Sent: Friday, September 16, 2016 2:44:38 PM
Subject: Re: North Alamo Water Supply

Steve we missed the typo on the first page. The first sentence has year "2010". Please update and forward to precinct 4. They need it so it can be placed on the agenda for Tuesday.

Thanks.

Raul E. Sesin, PE, CFM
HCDD 1 General Manager
Sent from my iPhone

On Sep 15, 2016, at 11:40 AM, Steve Crain <scrain@atlashall.com> wrote:

> Hi Mr. Sesin:
>
> As per Mr. Crain, please review the attached document. 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
> <image001.jpg>
> 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.

<North Alamo Water Supply.pdf>

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT
BETWEEN HIDALGO COUNTY
AND NORTH ALAMO WATER SUPPLY CORPORATION

THIS Agreement is made on this the__ day of _____, 2016, by and between **HIDALGO COUNTY,** hereinafter referred to as "County", and **NORTH ALAMO WATER SUPPLY CORPORATION,** hereinafter referred to as "Corporation," pursuant to the provisions of the Texas Water Code sections 49.227 and 67.010, as follows:

WITNESSETH:

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, Corporation is a water supply corporation;

WHEREAS, there are recorded subdivisions named Isaccs Subdivision located off of Canton Road, LJ Subdivision No. 1 located off of Tower Road and Muniz Subdivision located off of Trenton Road (collectively the "Subdivisions");

WHEREAS, Corporation is installing a sanitary sewer system in each of the Subdivisions;

WHEREAS, County on receipt of funds from Corporation shall overlay the roads in the Subdivisions following the installation of the Corporation's sanitary sewer system;

WHEREAS, County agrees it is in its best interest to provide such overlay of the streets in such Subdivisions, and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Texas Water Code sections 49.227 and 67.010 which authorizes water supply corporations to contract with a political subdivision to perform construction of improvements under the terms of the Water Code; and

WHEREAS, Corporation and County are agreeable to these terms herein.

NOW, THEREFORE, County and Corporation in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Corporation agrees to contribute to County the sum of Two Hundred Fifty Five Thousand, Eight Hundred and no/100ths Dollars ($255,800.00) to overlay the roads in the Subdivisions.

2. 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.

3. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of 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.

4. **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.

5. **Entire Agreement.** This Agreement contains the entire contact 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 Corporation and Corporation and not otherwise.

6. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO CORPORATION, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO CORPORATION, TEXAS.

7. **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 County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540-0758

If to Corporation: North Alamo Water Supply Corporation
420 S. Doolittle Road
Edinburg, Texas 78542-9707

With copies to: Commissioner A.C. Cuellar, Jr., Precinct No.1
1902 Joe Stephens Ave., Ste. 101
Weslaco, TX 78599

Joseph Palacios, Commissioner Pct. #4
1051 N. Doolittle Road
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.

8. **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.

9. **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.

10. **Assignment.** This Agreement shall not be assignable.

11. **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.

12. **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.

13. **Authority to Execute.** The execution and performance of this Agreement by County and the Corporation have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Corporation and the County in accordance with its terms.

14. **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.

15. **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.

NORTH ALAMO WATER SUPPLY CORPORATION

By: _____
Steven P. Sanchez
It's: General Manager

HIDALGO CORPORATION, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

AI-56316 **Budget and Management** **14. A.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted By: Sandra Jara, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Second Public Hearing to discuss proposed 2016 Tax Rate. (Adoption of the 2016 Tax Rate will be held on September 27, 2016 at 9:30 a.m. in the Hidalgo County Old Administration Building, 100 E. Cano, Edinburg, Texas.)

BACKGROUND

Fiscal Impact

Attachments

tax info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2016 03:34 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Sandra Jara		Started On: 09/09/2016 11:17 AM
Final Approval Date: 09/16/2016		

Co. # 14.A

2016 Governing Body Summary #1A*
Benchmark 2016 Tax Rates
Hidalgo County

Date: 09/20/2016 08:09 AM

DESCRIPTION OF TAX RATE	TAX RATE PER $100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	$0.5886	$182,256,859	
One Percent $100 Tax Increase***	$0.594486	$183,946,496	$1,689,637
One Cent per $100 Tax Increase***	$0.598600	$185,127,461	$2,870,602
Notice & Hearing Limit****	$0.5886	$182,256,859	$0
Rollback Tax Rate	$0.6334	$195,117,155	$12,860,296
Last Year's Tax Rate	$0.5900	$182,658,744	$401,885
Proposed Tax Rate	$0.5900	$182,658,744	$401,885

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.
**Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.
***Tax increase compared to effective tax rate.
****The Notice and Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.

2016 Planning Calendar
Hidalgo County

Date: 09/20/2016 08:09 AM

Date	Activity
April-May	Mailing of notices of appraised value by chief appraiser.
April 30*	The chief appraiser prepares and certifies to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
May 15*	Deadline for submitting appraisal records to ARB.
July 20 (Aug. 30)	Deadline for ARB to approve appraisal records.
July 25	Deadline for chief appraiser to certify rolls to taxing units.
July 25, 2016	Certification of anticipated collection rate by collector.
July 29, 2016	Calculation of effective and rollback tax rates.
August 16, 2016	Submission of effective and rollback tax rates to governing body.
	72-hour notice for meeting *(Open Meetings Notice).*
August 16, 2016	Meeting of governing body to discuss tax rate; if proposed rate tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing.
August 28, 2016	Publish the Notice of Property Tax Rates by September 1 or the 30th day after the first date that the taxing unit has received each applicable certified appraisal roll. Notice must also be posted on the county's website.
	72-hour notice for public hearing *(Open Meetings Notice)*
September 6, 2016	Public hearing.
	72-hour notice for second public hearing *(Open Meetings Notice)*
September 20, 2016	Second public hearing (may not be earlier than 3 days after first public hearing); schedule and announce meeting to adopt tax rate 3-14 days from this date.
	72-hour notice for meeting at which governing body will adopt tax rate *(Open Meetings Notice)*
September 27, 2016	Meeting to adopt tax rate. Meeting is 3 to 14 days after second public hearing. Taxing unit must adopt tax rate by Sept. 30 or 60 days after receiving certified appraisal roll, whichever is later.
	County tax assessors publish on their website a 5 year summary of the tax rates for each taxing unit fully or partially located within the county.

*Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day

NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR HIDALGO COUNTY

A tax rate of $0.5900 per $100 valuation has been proposed for adoption by the governing body of Hidalgo County. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of Hidalgo County proposes to use revenue attributable to the tax rate increase for the purpose of The governing body of Hidalgo County proposes to use revenue attributable to the tax rate increase for the purpose of providing employees a Living Wage ($12/HR), Health insurance and retirement contributions..

PROPOSED TAX RATE	$0.5900 per $100
PRECEDING YEAR'S TAX RATE	$0.5900 per $100
EFFECTIVE TAX RATE	$0.5886 per $100
ROLLBACK TAX RATE	$0.6334 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for Hidalgo County from the same properties in both the 2015 tax year and the 2016 tax year.

The rollback tax rate is the highest tax rate that Hidalgo County may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

PABLO (PAUL) VILLARREAL, JR., PCC
HIDALGO COUNTY TAX ASSESSOR-COLLECTOR
HIDALGO COUNTY TAX OFFICE, 2804 S. US. HWY 281
EDINBURG TX 78540
(956) 318-2157
PAUL.VILLARREAL@HIDALGOCOUNTYTAX.ORG
WWW.HIDALGOCOUNTYTAX.ORG

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: September 6, 2016 at 9:30am at Hidalgo County Commissioners Court, Administration Bldg., 100 E. Cano, Edinburg, TX.

Second Hearing: September 20, 2016 at 9:30am at Hidalgo County Commissioners Court, Administration Bldg., 100 E. Cano, Edinburg, TX.

AI-56339 **Budget and Management** **14. B. 1.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Marianella Canton, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Economic Development (1100):
Approval of 2016 appropriation of funds in the amount of $41,167.00 to fund expenditures for the agreement approved between Hidalgo County and Valley Initiative for Development and Advancement (VIDA) which will finalize on December 31, 2016.

BACKGROUND

The VIDA agreement was approved on April 19, 2016 (AI-54236) for a 8-month term from May 1st, 2016 through December 31, 2016.
The agreement was approved with the same monthly contribution rate ($15,583.34) for a total of $124,666.64.
The current agreement requires additional funds in the amount of $41,167.00.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-465-10-110-081-0-843

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

BUDGETARY IMPACT:

Monies to be taken form acct#6-1100-255-02-000-002-0-000 General Fund-Restricted F/B-Economic Development.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/12/2016 04:23 PM
Merlen P. Munoz	Merlen P. Munoz	09/12/2016 04:35 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Marianella Canton Started On: 09/12/2016 01:25 PM

Final Approval Date: 09/16/2016

DATE: September 20, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Econ. Development**

ACCOUNT NUMBER: 6-1100-465-10-110-081-0-843

Contact Person: Marianella Canton Ph#: (956) 292-7025 ext. 5406

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
6-1100-465-10-110-081-0- 843	Economic Development	Aid to Non-Govt Agency	41,167.00
	TOTAL BUDGET INCREASE (DECREASE)		**41,167.00**

REASON: To appropriate funding to anticipate expenditures for VIDA agreement (110-081).

Monies to be taken from acct#6-1100-255-02-000-002-0-000 General Fund-Restrictied F/B-Economic Development.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-56349 **Budget and Management** **14. B. 2.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Rd. Maint. (1200):
a. Approval of certification of revenues, as certified by the Co. Auditor for revenues received from the City of Alton for the Palm Lake Estates project.
b. Approval of 2016 appropriation of funds into Pct 3 Rd. Maint (program #005) in the amount of $87,289.07.

BACKGROUND

ICA with City of Alton approved by CC on 03-31-15 (AI #49120)
Certification & appropriation of partial earned revenues was approved by CC on 09-01-15 in the amount of $121,417.24 (AI #50978)

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 pending certification of revenues by Auditor's Office; currently, the revenues are recorded as unearned revenues in acct #6-1200-223-00-123-083-0-000 *R & B Pct. 3-Unearned Rev.-ICA Alton, Palmlake.*

Auditor's office will prepare a journal entry to recognize the unearned revenue as earned revenue and post to acct #6-1200-337-00-123-004-0-000 *R & B Pct. 3-ICA Alton Palm Lake Estates.*

Attachments

Memo COR
COR
Pct. 3 Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/14/2016 01:46 PM

Budget & Management	Veronica Ortiz	09/16/2016 09:29 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Ivan Cantu		Started On: 09/13/2016 08:57 AM
Final Approval Date: 09/16/2016		

HIDALGO COUNTY texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7035
www.co.hidalgo.tx.us/budget



Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Friday, September 16, 2016

Subject: Certification of Revenues- PalmLake Estates Project-Pct. 3

Cc: Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Norma Ceballos, Pct. 3 Administrative Asst.
Dina R. Trevino, Asst. Budget Officer

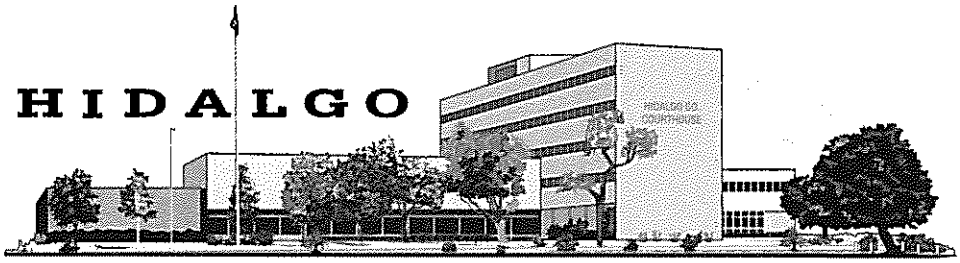
On behalf of Precinct No. 3, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **$87,289.07.** These revenues represent partial earned revenues for labor & equipment expenses in relation to the PalmLake Estates project.

Currently the revenues are recorded as unearned revenues in account #6-1200-223-00-123-083-0-000 *R & B Pct. 3-Unearned Rev.-ICA Alton-PalmLake.*

Please be advised that the earned revenues will be appropriated in the next Commissioners Court meeting under the R & B budget (refer to AI #56349).

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact Damaris SanMiguel at ext. 5410 or Ivan Cantu at ext. 5425.

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

September 19, 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 Alton, Texas for the Palm Lake Estates Project in the amount of $87,289.07. 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

9/19/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 138TH 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) 292-7035
www.co.hidalgo.tx.us/budget



Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Friday, September 16, 2016

Subject: Certification of Revenues- PalmLake Estates Project-Pct. 3

Cc: Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Norma Ceballos, Pct. 3 Administrative Asst.
Dina R. Trevino, Asst. Budget Officer

On behalf of Precinct No. 3, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **$87,289.07.** These revenues represent partial earned revenues for labor & equipment expenses in relation to the PalmLake Estates project.

Currently the revenues are recorded as unearned revenues in account #6-1200-223-00-123-083-0-000 *R & B Pct. 3-Unearned Rev.-ICA Alton-PalmLake.*

Please be advised that the earned revenues will be appropriated in the next Commissioners Court meeting under the R & B budget (refer to AI #56349).

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact Damaris SanMiguel at ext. 5410 or Ivan Cantu at ext. 5425.

Nereyda Gonzalez

From: Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]
Sent: Friday, September 16, 2016 9:27 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: linda fong; becky.luna@auditor.co.hidalgo.tx.us; Norma Ceballos; Dina Trevino; nereyda.gonzalez@auditor.co.hidalgo.tx.us
Subject: Certification of Revenues - PalmLake Estates Prj. Pct. 3
Attachments: Certification of Revenues - PalmLake Estates Prj. Pct. 3.pdf

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
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Memorandum

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Cc: Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Norma Ceballos, Pct. 3 Administrative Asst.
Dina R. Trevino, Asst. Budget Officer

On behalf of Precinct No. 3, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **$87,289.07.** These revenues represent partial earned revenues for labor & equipment expenses in relation to the PalmLake Estates project.

Currently the revenues are recorded as unearned revenues in account #6-1200-223-00-123-083-0-000 *R & B Pct. 3-Unearned Rev.-ICA Alton-PalmLake.*

Please be advised that the earned revenues will be appropriated in the next Commissioners Court meeting under the R & B budget (refer to AI #56349).

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact Damaris SanMiguel at ext. 5410 or Ivan Cantu at ext. 5425.

--

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-56349 **Budget and Management 14. B. 2.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Rd. Maint. (1200):
a. Approval of certification of revenues, as certified by the Co. Auditor for revenues received from the City of Alton for the Palm Lake Estates project.
b. Approval of 2016 appropriation of funds into Pct 3 Rd. Maint (program #005) in the amount of $87,289.07.

BACKGROUND

ICA with City of Alton approved by CC on 03-31-15 (AI #49120)
Certification & appropriation of partial earned revenues was approved by CC on 09-01-15 in the amount of $121,417.24 (AI #50978)

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 pending certification of revenues by Auditor's Office; currently, the revenues are recorded as unearned revenues in acct #6-1200-223-00-123-083-0-000 *R & B Pct. 3-Unearned Rev.-ICA Alton, Palmlake.*

Auditor's office will prepare a journal entry to recognize the unearned revenue as earned revenue and post to acct #6-1200-337-00-123-004-0-000 *R & B Pct. 3-ICA Alton Palm Lake Estates.*

Attachments

Memo COR
Pct. 3 Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/14/2016 01:46 PM
Budget & Management	Veronica Ortiz	09/16/2016 09:29 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Ivan Cantu
Started On: 09/13/2016 08:57 AM
Final Approval Date: 09/16/2016

DATE: September 20, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 3 Rd. Maint.

ACCOUNT NUMBER: 6-1200-431-00-123-005-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

2016
Appropriation

AI-56349 CC 9-20-16

THE COUNTY OF HIDALGO TEXAS

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
6-1200-431-00-123-005-0- 430	Pct. 3 Rd. Maint-	Repair & Maint. Svcs	10,000.00
6-1200-431-00-123-005-0- 610	Pct. 3 Rd. Maint-	General Supplies	30,000.00
6-1200-431-00-123-005-0- 890	Pct. 3 Rd. Maint-	Other	47,289.07
6-1200-337-00-123-004-0- 000	*R & B Pct. 3-ICA Alton Palm Lake Estates*		*87,289.07*
		TOTAL BUDGET INCREASE (DECREASE)	**87,289.07**

REASON: Appropriation of revenues received from City of Alton in relation to the PalmLake Estates project. ICA between Co & City of Alton was previously approved by CC on 3-31-15 (AI #49120). **Currently the revenues are recorded as unearned revenues in acct #6-1200-223-00-123-083-0-000 R & B Pct. 3-Unearned Rev.-ICA Alton PalmLake.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Nereyda Gonzalez

From: Nereyda Gonzalez [Nereyda.Gonzalez@auditor.co.hidalgo.tx.us]
Sent: Friday, September 09, 2016 11:31 AM
To: Norma Ceballos
Cc: 'Marcela Luna'; sandrae.flores@auditor.co.hidalgo.tx.us; 'Linda Fong'
Subject: FW: 1200-223-00-123-083-0-000 Unearned Revenue
Attachments: Palm Lake - REVIEW.pdf

Good morning Norma,

We have concluded the review of the Palm Lake Estates project. Expenditures verified totaled $208,706.31. Form this amount, $121,417.24 has been already recognized as revenue and the revenue was certified.
The amount allowable to be certified as revenue is $ 87,289.07. Attached please see verified backup documentation.

Please note that the verified expenditures are less than the amount received from the City Alton. Since the Interlocal Cooperation Agreement does not address any agreement in case of overages, a payable needs to be recorded to refund the City of Alton for the excess.

Please let me know if you have any questions or concerns.

Thank you,

Nereyda J. Gonzalez
Financial Accounting Supervisor
Hidalgo County Auditor's Office
Edinburg, Texas 78539-6243
Phone: (956) 318-2511 Ext. 4662
Fax: (956) 318-2577

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From: Becky Luna [mailto:Becky.Morales@auditor.co.hidalgo.tx.us]
Sent: Friday, September 02, 2016 8:34 AM
To: 'Norma Ceballos'
Cc: 'Nereyda Gonzalez'
Subject: RE: 1200-223-00-123-083-0-000 Unearned Revenue

Norma,

It has not been reviewed. Let me have staff look at it. We should have a response for you on Wednesday.

Becky Luna

Becky Luna
Director of Accounting
Hidalgo County Auditor's Office
2808 South Business Highway 281
Edinburg, TX 78539-6243
Phone: (956) 318-2511 ext. 4669
Fax: (956) 318-2577
becky.luna@auditor.co.hidalgo.tx.us

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---

From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Thursday, September 01, 2016 2:36 PM
To: Marcela Luna
Cc: Nereyda Gonzalez
Subject: Re: 1200-223-00-123-083-0-000 Unearned Revenue

Ms. Becky,

Is the attached verified.

From: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
To: "Marcela Luna" <becky.luna@auditor.co.hidalgo.tx.us>
Cc: "Nereyda Gonzalez" <nereyda.gonzalez@auditor.co.hidalgo.tx.us>

Sent: Wednesday, June 29, 2016 2:45:14 PM
Subject: Fwd: 1200-223-00-123-083-0-000 Unearned Revenue

Becky,

Attached are the time sheets and project cost.

Thanks.

From: "pct3norma" <pct3norma@yahoo.com>
To: "norma ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Monday, June 13, 2016 11:23:31 AM
Subject: Fwd: 1200-223-00-123-083-0-000 Unearned Revenue

Sent from my T-Mobile 4G LTE Device

-------- Original message --------
From: Becky Luna <becky.morales@auditor.co.hidalgo.tx.us>
Date: 6/8/2016 9:45 AM (GMT-06:00)
To: "Ms. Norma Ceballos" <pct3norma@yahoo.com>
Cc: Nereyda Gonzalez <nereyda.gonzalez@auditor.co.hidalgo.tx.us>
Subject: 1200-223-00-123-083-0-000 Unearned Revenue

Norma,

The amount in account 1200-223-00-123-083-0-000 is from an interlocal agreement with the City of Alton for various project. This one was for the Palm Lake Estates project. We received from your office project worksheets and cost analysis but no supporting documentation (time sheets) were provided to verify and audit the labor and equipment use; therefore, only the amount paid for supplies was certified.

In order to certify the remaining portion, we will need signed timesheets for those individuals that worked on the project to verify the labor and equipment used. Along with the time sheets could you provide the project worksheets in excel.

Becky Luna

Becky Luna

Director of Accounting

Hidalgo County Auditor's Office

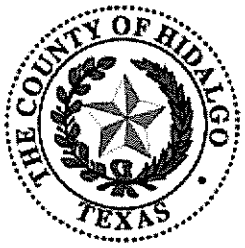
2808 South Business Highway 281

Edinburg, TX 78539-6243

Phone: (956) 318-2511 ext. 4669

Fax: (956) 318-2577

becky.luna@auditor.co.hidalgo.tx.us



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

Receipt No: 185684

Received From: CITY OF ALTON PCT. 3 04/17/15 Date 04/20/15

1	1103	R&B PCT #3	PALM LAKE ESTATES	5-1200-223-00-123-083-0-000	219,933.00

Total: 219,933.00

Check Total	219,933.00
Cash Total	.00
Credit Total	.00
Other Total	.00

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

Ms. Norma Garcia, Treasurer
Hidalgo County Treasurer's Dept.

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

April 16, 2015

Ref: City of Alton Check

Enclosed is a check in the amount of $219,933.00 from the City of Alton. As per the Auditor's office the check should be receipt under the unearned revenue account. Also, please note the check is for Palm Lake Estate Project as per Interlocal approved in Commissioner's Court on March 31, 2015.

Check Received By: Nora ann de los Santos

Date: 4/17/15

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

4/16/15
Please contact the Auditor & have them provide me with the acct. #. I cannot receipt without an acct. #.
Thank You!
Nora

Ms. Norma Garcia, Treasurer
Hidalgo County Treasurer's Dept.

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

April 16, 2015

Ref: City of Alton Check

Enclosed is a check in the amount of $219,933.00 from the City of Alton. As per the Auditor's office the check should be receipt under the unearned revenue account. Also, please note the check is for Palm Lake Estate Project as per Interlocal approved in Commissioner's Court on March 31, 2015.

Check Received By: Nora ann de los Santos

Date: 4/17/15

As per Ms Alvarez Chec
C Auditor's Office

Acct # 5-1200-223-00-123-083-0
RHD Pct#3 Unearn. City Alton - Palm Lake Estate

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

CITY OF ALTON
CAPITAL PROJECTS TIRZ FUND
509 S. ALTON BVLD.
ALTON, TX 78573
PH. (956) 432-0760

1103
88-1168/1149

04-01-2015
DATE

PAY TO THE ORDER OF Hidalgo County $ 219,933.00

Two hundred nineteen thousand nine hundred thirty three and no/100

LONE STAR NATIONAL BANK
We Make Banking Easy
1-800-580-0322 ext 2444

VOID AFTER 90 DAYS

FOR Project: Palm Lake Estates

⑈114911687⑈1103⑈425181991⑈

Harland Clarke

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
CITY OF ALTON, TEXAS

THIS Agreement is made on this the 31st day of March, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", and **CITY OF ALTON** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Alton is a municipality located in Texas;

WHEREAS, City and County desire to assist one another in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the work (the "Work");

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of the Commissioner of Precinct 3 determining that such equipment and materials are not required by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for County employees required to complete the Work. Prior to City utilizing County employees, City shall request and receive the current hourly rates of County employee(s) including benefits and other costs associated with the employment of each such County employee. County shall be solely responsible for determining the current hourly rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County employees shall be subject to the

approval by the Commissioner of Precinct 3 determining that the County employees so requested by the City are not required for projects of Precinct 3 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager of City determining that such equipment and materials are not required by the City for the times requested by the County.

4. City shall provide County with employees at the current hourly rates to City for City employees required to complete the Work. Prior to County utilizing City employees, County shall request and receive the current hourly rates of City employee(s) required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each City employee. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City employees shall be subject to the approval by the City Manager determining that the City employees so requested by the County are not required for projects of City at the time requested by County.

5. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.

6. Term. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for employees, equipment and materials are subject to change at any time and without notice to the other party.

7. Upon a change in price for employees for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work.

8. Upon a change in price for employees for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new work.

9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is

any conflict between any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

11. **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.

12. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

13. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of Alton Attention: Salvador Vela, Mayor 509 S. Alton Blvd. Alton, Texas 78573
If to County:	Hidalgo County Attn: Ramon Garcia, County Judge 302 W. University Dr. Alton, TX 78539
With copy to:	Commissioner, Precinct No. 3 Attention: Joe M. Flores, Commissioner 724 North Breyfogle P. O. Box 607

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

17. **Assignment.** This Agreement shall not be assignable.

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

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

20. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

21. **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.

22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF ALTON

By: _____
Salvador Vela, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT ON: 3/31/15

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. County and City desires to assist each other in projects to be defined by mutual agreement through an Interlocal Cooperation agreeing to assist each other with equipment, materials and manpower.

By vote on March 31, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 3/31/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



DATE: September 20, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 3 Rd. Maint.

ACCOUNT NUMBER: 6-1200-431-00-123-005-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

2016
Appropriation

AI-56349 CC 9-20-16

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
6-1200-431-00-123-005-0- 430	Pct. 3 Rd. Maint-	Repair & Maint. Svcs	10,000.00
6-1200-431-00-123-005-0- 610	Pct. 3 Rd. Maint-	General Supplies	30,000.00
6-1200-431-00-123-005-0- 890	Pct. 3 Rd. Maint-	Other	47,289.07
6-1200-337-00-123-004-0- 000	*R & B Pct. 3-ICA Alton Palm Lake Estates*		*87,289.07*
		TOTAL BUDGET INCREASE (DECREASE)	**87,289.07**

REASON: Appropriation of revenues received from City of Alton in relation to the PalmLake Estates project. ICA between Co & City of Alton was previously approved by CC on 3-31-15 (AI #49120). **Currently the revenues are recorded as unearned revenues in acct #6-1200-223-00-123-083-0-000 R & B Pct. 3-Unearned Rev.-ICA Alton PalmLake.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56237 **Budget and Management** **14. B. 3.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Nick Perez, COMM. PCT. #4

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.
b. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint. in the amount of $146,455.81.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office. (certification of revenues will be requested by Pct) Receipt#202141

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	09/07/2016 11:19 AM
Budget & Management	Veronica Ortiz	09/07/2016 11:33 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Merlen P. Munoz		Started On: 09/07/2016 10:44 AM
Final Approval Date: 09/16/2016		

DATE: September 7, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 4 Rd Maint**

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-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
6-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	146,455.81
6-1200-341-50-124-002-0-000	*R&B Pct 4 - DD#1 J-09 Drainage Project*		*146,455.81*
		TOTAL BUDGET INCREASE (DECREASE)	**146,455.81**

REASON: To appropriate funding for revenues from Drainage District No.1 for the J-09 Drain Project for PP10-12.

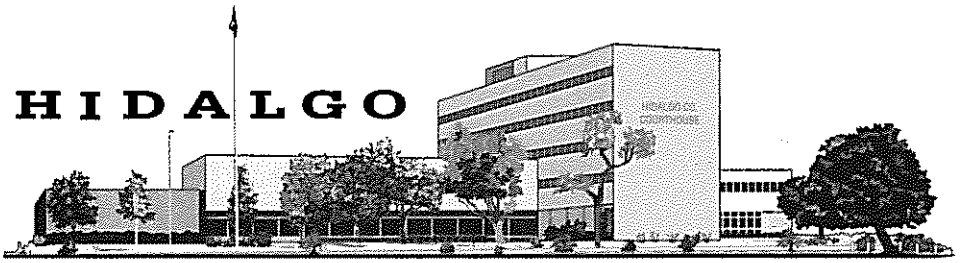
DEPARTMENT HEAD SIGNATURE

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

September 15, 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 Drainage District No. 1 for the J-09 Project in the amount of $146,455.81. 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

9/19/16
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 SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

RECEIVED BY
COUNTY AUDITOR
2016 SEP 7 PM 1:55

MEMO

DATE: SEPTEMBER 7, 2016
TO: HIDALGO COUNTY AUDITOR
RAY EUFRACIO
FROM: HIDALGO COUNTY PCT. #4
REF: CHK#021818 J-09 PROJECT

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING REVENUES **CHK #021818** BE CERTIFIED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: **6-1200-341-50-124-002-0-000.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

NICK PEREZ

ATTACHMENTS: CHK#021818

AI-56237 **Budget and Management 39. B. 3.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Nick Perez, COMM. PCT. #4

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.
b. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint. in the amount of $146,455.81.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office. (certification of revenues will be requested by Pct) Receipt#202141

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	09/07/2016 11:19 AM
Budget & Management	Veronica Ortiz	09/07/2016 11:33 AM
Final Approval		
Form Started By: Merlen P. Munoz		Started On: 09/07/2016 10:44 AM

DATE: September 7, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 4 Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-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
6-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	146,455.81
6-1200-341-50-124-002-0-000	*R&B Pct 4 - DD#1 J-09 Drainage Project*		*146,455.81*
		TOTAL BUDGET INCREASE (DECREASE)	**146,455.81**

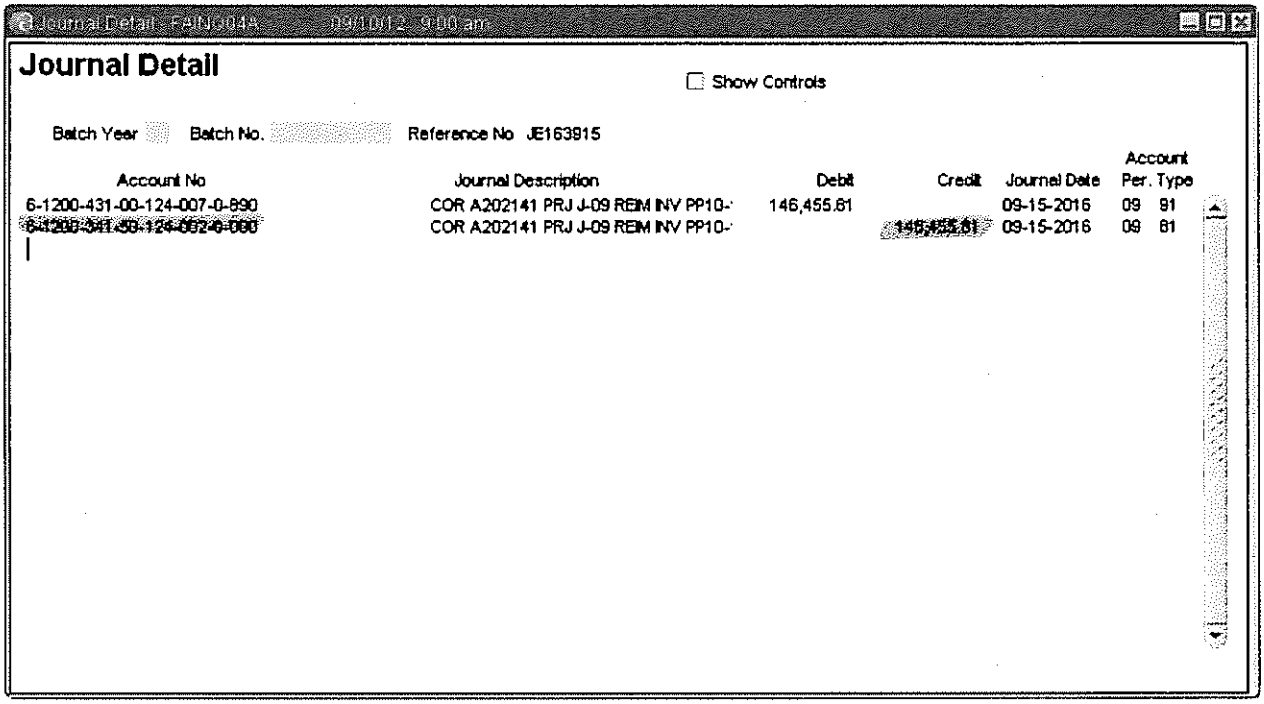
REASON: To appropriate funding for revenues from Drainage District No.1 for the J-09 Drain Project for PP10-12.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK


Journal Detail - FAINQ048 09/10/12 9:00 am
Journal Detail
Show Controls
Batch Year
Batch No.
Reference No JE163915
Account No
Journal Description
Debit
Credit
Journal Date
Account Per.
Type
6-1200-431-00-124-007-0-890
COR A202141 PRJ J-09 REIM INV PP10-
146,455.61
09-15-2016
09
81
COR A202141 PRJ J-09 REIM INV PP10-
09-15-2016
09
81

Journal Entry

JE- 163915

PREPARED BY: Jennifer L. Garza **DUPLICATE** DATE: 9/14/16

APPROVED BY: DATE: 09/14/16

9/15/16

Account Name	Account Number	Debit	Credit
PCT4 RD MAINT-OTHER	6-1200-431-00-124-007-0-890 ✓	146,455.81	
R&B PCT4-DD#1 J-09 DRAINAGE PRJ	6-1200-341-50-124-002-0-000 ✓		146,455.81 ✓
TOTALS:		$ 146,455.81	$ 146,455.81
		4	4

COMMENTS:

COR A202141 9/6/16 REIMBURSEMENT FROM DD#1 CK02357 9/6/16
WAS CREDITED TO THE WRONG HIDALGO COUNTY ACCT;
PROJECT J-09 INV PP10-12/2016

COR A202141 PRJ J-09 REIM INV PP10-12/16

09/16

Jennifer Garza

From: Nereyda Gonzalez [Nereyda.Gonzalez@auditor.co.hidalgo.tx.us]
Sent: Tuesday, September 13, 2016 5:02 PM
To: Jennifer Lee Garza
Cc: 'Marcela Luna'
Subject: FW: Correction on Receipt No. 202141
Attachments: Memo to Auditor's.pdf

Jennifer,

Please prepare a correction for receipt 202141. Correct account is the one indicated on the attached memo which is 6-1200-341-50-124-002-0-000. This receipt is in the batch for date 9/6/2016.

Thank you,

Nery

-----Original Message-----
From: Nick Perez [mailto:nick.perez@co.hidalgo.tx.us]
Sent: Wednesday, September 07, 2016 10:56 AM
To: Nereyda Gonzalez
Cc: Merlen Muñoz
Subject: Correction on Recipt No. 202141

The attached revenues for the J-09 project were placed in the incorrect account. The account I referenced on receipt no. 202141- 6-1200-431-00-124-007-0-890 is incorrect. Please assist me in correcting this mistake.

Respectfully,

Nick Perez
Fixed Asset Manager

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Cell: (956)445-3879
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: SEPTEMBER 7, 2016
TO: HIDALGO COUNTY AUDITOR
RAY EUFRACIO
FROM: HIDALGO COUNTY PCT. #4
REF: CHK#021818 J-09 PROJECT

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING REVENUES CHK #021818 BE CERTIFIED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: 6-1200-341-50-124-002-0-000.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

NICK PEREZ

ATTACHMENTS: CHK#021818

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

Receipt No: 202141

eceived From: DD#1 TO PCT 4 PROJECT: J-09 REIMB Date 09/06/16

00002357	DD#1 TO PCT 4 PROJECT:J-09 REIMBURSEMENT 6-1200-431-00-124-007-0-890	146,455.81
	Total:	**146,455.81**

Check Total	146,455.81
Cash Total	.00
Credit Total	.00
Other Total	.00

RCL TO 6-1200-341-50-124-002-0-000

JE PENDING

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY DRAINAGE DISTRICT #1

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

CAPITAL PROJECTS FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 021818

Check Date	Check No.	Amount
09/06/16	00002357	$146,455.81

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the Capital Projects Fund

PAY

****One Hundred Forty Six Thousand Four Hundred Fifty Five and 81/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named

Norma G. Garcia
COUNTY TREASURER

Lou Brown
FINANCIAL OFFICER

⑈00002357⑈ ⑆114911687⑆ ⑈7015868⑈

Payee HIDALGO COUNTY PCT. NO. 4

Account #: 00002357
09/06/2016

Invoice	Description	Amount
PP10-12-2016	PROJECT: J-09 REIMBURSEMENT	$146,455.81

Total : $146,455.81

Zimbra **yolanda.ledesma@co.hidalgo.tx.us**

Re: PCT 4 PROJECT: J-09 REIMBURSEMENT

From : Nick Perez <nick.perez@co.hidalgo.tx.us> Tue, Sep 06, 2016 12:00 PM
Subject : Re: PCT 4 PROJECT: J-09 REIMBURSEMENT
To : Yolanda Ledesma <yolanda.ledesma@co.hidalgo.tx.us>
Cc : Maria Lucio <maria.lucio@co.hidalgo.tx.us>

The precinct would like the check to be deposited in the following account. If you need anything else please let me know.

6-1200-431-00-124-007-0-890.

Respectfully,

Nick Perez
Fixed Asset Manager

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Cell: (956)445-3879
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

----- Original Message -----
From: "Yolanda Ledesma" <yolanda.ledesma@co.hidalgo.tx.us>
To: "Nick Perez" <nick.perez@co.hidalgo.tx.us>
Sent: Tuesday, September 6, 2016 11:52:29 AM
Subject: PCT 4 PROJECT: J-09 REIMBURSEMENT

Nick, please review and get back to me with the account number needed to apply to this project reimbursement . Thanks, Lon

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

AUG 12 2016

4:39 AM (PM)

BY: LVP

Pct. 4 INVOICE

Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph #: (956) 383-3112
Fax #: (956) 381-5905

Name:	Nick Perez	**Date:**	8/12/2016
Attention:	Jaime J. Salazar	**Project:**	J-09
Address:	902 N Doolittle Rd, Edinburg, TX 78542	**Invoice #:**	PP10-12-2016

Description	Amount
J-09 Project Total Per Pay Period for 2016	
Pay Period 10	$ 59,389.29
Pay Period 11	$ 61,309.13
Pay Period 12	$ 25,757.39
Total-	**$ 146,455.81**

MAKE CHECK PAYABLE TO: HIDALGO COUNTY PCT. NO. 4

16

Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 8/12/2016

Engineer/Firm Name: Pct. 4

Project Name/Number: J-09 Project

Invoice No.: PP10-12-2016 (Pay Period 10-12)

Invoice Date: 8/12/2016

HIDALGO COUNTY DRAINAGE DISTRICT #1 PAID SEP 06 2016

Due Date: 9/11/2016

Purchase Order No.:

Amount: PROCESSED: 9-2-16 BY: $146,455.81

Total # of Pages Submitted: 3

Attachments: ☑ CD ☐ USB ☐ Plans Other:

Engineering: ✓ **Construction:** ✓

Received By: Maria Perez 16-133-433-300-47330-000-000

Forwarded to:

Nora D. Cavazos _____ **Date:** _____

Esther Layton _____ **Date:** _____

Claudette Guerrero _____ **Date:** _____

Jose N. Saldivar _____ **Date:** _____

Lora Briones _____ **Date:** _____ 8-31-16

Additional Comments: _____

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

Revised 07/2016

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 11, 2016

Honorable Joseph Palacios
Hidalgo County Commissioner Pct. 4
1051 North Doolittle
Edinburg, Texas 78541

Dear Commissioner Palacios:

The Auditor's Office has concluded the review of the J-09 Project for pay periods 10, 11, and 12 for 2016. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is $146,455.81.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is $146,455.81 for the pay periods stated above. Enclosed is a CD which includes the supporting documentation.

Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

J-09 Drainage Project

2016	Original Request	Allowed	Disallowed Amount	Total Due From DD#1
PP10				
4/18/2016-5/1/2016				
Labor	$ 17,743.44	$ 17,743.44	$ -	$ 17,743.44
Equipment	38,996.54	38,996.54	-	38,996.54
Fuel	2,679.60	2,649.31	30.29	2,649.31
Total	59,419.58	59,389.29	30.29	59,389.29
PP11				
5/2/2016-5/15/2016				
Labor	$ 17,571.46	$ 17,571.46	$ -	$ 17,571.46
Equipment	40,605.32	40,605.32	-	40,605.32
Fuel	3,161.10	3,132.35	28.75	3,132.35
Total	61,337.88	61,309.13	28.75	61,309.13
PP12				
5/16/2016-5/29/2016				
Labor	$ 6,271.18	$ 6,271.18	$ -	$ 6,271.18
Equipment	17,930.45	17,930.45	-	17,930.45
Fuel	1,624.26	1,555.76	68.50	1,555.76
Total	25,825.89	25,757.39	68.50	25,757.39
Grand Total	$ 146,583.35	$ 146,455.81	$ 127.54	$ 146,455.81

Labor	$ 41,586.08
Equipment	97,532.31
Fuel	7,337.42
	$ 146,455.81

AI-56456 **Purchasing Department** **15. A. 1.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

A. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $ 44,742.50) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #2]: "Nittler Road (FM 493 to FM 88) project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

B. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $ 35,295.50) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #7 & 9]: "Mile 9 Road (Mile 1E to Mile 3E) project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

C. Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $ 23,993.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #1]: "Mile 1 1/2 West Road (Mile 11N to Mile 12N) project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

D. Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $ 14,334.75) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #3]: "Jesus Flores Road project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

E. Acceptance and approval of Work Authorization No. 5 (with an estimated cost of $ 3,300.50) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #4]: "Englemen (Valdez Road to FM 2812)" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

F. Acceptance and approval of Work Authorization No. 6 (with an estimated cost of $ 14,334.75) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #5]: "Las Cumbres Drive" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

G. Acceptance and approval of Work Authorization No. 7 (with an estimated cost of $ 3,300.50) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #6]: "Mile 20 North (FM 493 to Mile 7 West)project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

H. Acceptance and approval of Work Authorization No. 8 (with an estimated cost of $ 23,993.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #8]: "Mile 8 North Road (Mile 2E to Address 1267)" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

I. Acceptance and approval of Work Authorization No. 9 (with an estimated cost of $ 23,993.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #10]: "Mile 2 East Road (Mile 4N to Address 4252) project" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
J. Acceptance and approval of Work Authorization No. 10 (with an estimated cost of $ 23,993.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #11]: "Mile 2 1/2 East Road (Mile 3N to Mile 4N)" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.
K. Acceptance and approval of Work Authorization No. 11 (with an estimated cost of $ 19,034.25) as submitted by Millennium Engineers Group, Inc. for [FEMA Project Site #12]: "Mile 4 North Road (FM 491 to Pedro Martinez Road)" within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-801-5-721
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Nittler Rd (Req# 302354)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-807-5-721
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Mile 9 (Req# 302360)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-800-5-721
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Mile 1 1/2 W (Req# 302779)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-802-5-721
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Jesus Flores Rd. (Req#302783)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-803-5-430
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Englemen Rd. (Req# 302784)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-805-5-721

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

BUDGETARY IMPACT:

Las Cumbres (Req# 302788)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-806-5-430

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

BUDGETARY IMPACT:

Mile 20 N (Req# 302795)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-808-5-721

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

BUDGETARY IMPACT:

Mile 8N (Req# 302796)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-810-5-721

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

BUDGETARY IMPACT:

Mile 2 E Rd. (Req# 302798)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-811-5-721

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

BUDGETARY IMPACT:

Mile 2 1/2 E Rd. (Req# 302799)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-812-5-721

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

BUDGETARY IMPACT:

Mile 4 N (Req# 302800)

Attachments

WA#1
WA#2
WA#3
WA#4
WA#5

WA#6
WA#7
WA#8
WA#9
WA#10
WA#11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2016 04:55 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Katia Garcia		Started On: 09/16/2016 04:21 PM
Final Approval Date: 09/16/2016		

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Nittler Road (FM 493 to FM 88) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $44,742.50
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:	**THE OWNER:**
MILLENNIUM ENGINEERS GROUP, INC.	**HIDALGO COUNTY**
_____	_____
By: Andres Palma, Manager	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Nittler Road (FM 493 to FM 88) Project

☒SOIL BORINGS SECTION

Task: Ten (10) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	50	19.00	950.00
Standard Penetration Test (each)	30	12.00	360.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	12	54.00	648.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	20	70.00	1,400.00
Sieve Analysis (each)	20	55.00	1,100.00
Moisture Content (each)	30	13.00	390.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	7,776.00
Sub-Total (per task)	**1**	**7,776.00**	**7,776.00**

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**5**	**850.75**	**4,253.75**

Task: Subgrade visual inspection at Roadway (Per Trip, 11 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	-	28.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	315.75
Sub-Total (per task)	**11**	**315.75**	**3,473.25**

Task: Flexible Base density testing at Roadway (Per Trip, 22 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**22**	**399.75**	**8,794.50**

SOILS Section Total **24,297.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 14 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**14**	**485.25**	**6,793.50**

Task: HMAC Pavement Laboratory Testing (14 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**14**	**375.00**	**5,250.00**

Task: HMAC Pavement Field Coring (Per Trip, 6 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	**6**	**1,400.25**	**8,401.50**

HMAC Pavement Section Total **20,445.00**

Total Estimated Cost **$44,742.50**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 9 Road (Mile 1E to Mile 3E) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$35,295.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **2** shall be funded through funding source:
Account No. _____
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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 2**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Mile 9 Road (Mile 1E to Mile 3E) Project

☒SOIL BORINGS SECTION

Task: Ten (10) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	50	19.00	950.00
Standard Penetration Test (each)	30	12.00	360.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	12	54.00	648.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	20	70.00	1,400.00
Sieve Analysis (each)	20	55.00	1,100.00
Moisture Content (each)	30	13.00	390.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	7,776.00
Sub-Total (per task)	**1**	**7,776.00**	**7,776.00**

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**5**	**850.75**	**4,253.75**

Task: Subgrade visual inspection at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	-	28.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	315.75
Sub-Total (per task)	**8**	**315.75**	**2,526.00**

Task: Flexible Base density testing at Roadway (Per Trip, 15 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**15**	**399.75**	**5,996.25**

SOILS Section Total **20,552.00**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 9 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**9**	**485.25**	**4,367.25**

Task: HMAC Pavement Laboratory Testing (9 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**9**	**375.00**	**3,375.00**

Task: HMAC Pavement Field Coring (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	**5**	**1,400.25**	**7,001.25**

HMAC Pavement Section Total **14,743.50**

Total Estimated Cost **$35,295.50**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 1 ½ West Road (Mile 11N to Mile 12N) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$23,993.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **3** 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 3**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Mile 1 ½ West Road (Mile 11N to Mile 12N) Project

☒SOIL BORINGS SECTION

Task: Ten (7) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	35	19.00	665.00
Standard Penetration Test (each)	21	12.00	252.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	8	54.00	432.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	14	70.00	980.00
Sieve Analysis (each)	14	55.00	770.00
Moisture Content (each)	21	13.00	273.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	6,300.00
Sub-Total (per task)	**1**	**6,300.00**	**6,300.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 2 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	661.25
Sub-Total (per task)	**2**	**661.25**	**1,322.50**

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	585.75
Sub-Total (per task)	**2**	**585.75**	**1,171.50**

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**2**	**850.75**	**1,701.50**

Task: Subgrade density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**8**	**399.75**	**3,198.00**

Task: Flexible Base density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**8**	**399.75**	**3,198.00**

SOILS Section Total **16,891.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**5**	**485.25**	**2,426.25**

Task: HMAC Pavement Laboratory Testing (5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00

Sub-Total (per task)	**5**	**375.00**	**1,875.00**

Task: HMAC Pavement Field Coring (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	**2**	**1,400.25**	**2,800.50**

HMAC Pavement Section Total **7,101.75**

Total Estimated Cost **$23,993.25**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Jesus Flores Road project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$14,334.75**
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. **4** 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 4**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Jesus Flores Road Project

☒SOIL BORINGS SECTION

Task: Three (3) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	15	19.00	285.00
Standard Penetration Test (each)	9	12.00	108.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	8	54.00	432.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	6	70.00	420.00
Sieve Analysis (each)	6	55.00	330.00
Moisture Content (each)	9	13.00	117.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	4,620.00
Sub-Total (per task)	**1**	**4,620.00**	**4,620.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 2 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	661.25
Sub-Total (per task)	**2**	**661.25**	**1,322.50**

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	585.75
Sub-Total (per task)	**2**	**585.75**	**1,171.50**

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**2**	**850.75**	**1,701.50**

Task: Subgrade density testing at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**3**	**399.75**	**1,199.25**

Task: Flexible Base density testing at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**3**	**399.75**	**1,199.25**

SOILS Section Total **11,214.00**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**2**	**485.25**	**970.50**

Task: HMAC Pavement Laboratory Testing (5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00

Sub-Total (per task)	2	375.00	750.00

Task: HMAC Pavement Field Coring (Per Trip, 1 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	1	1,400.25	1,400.25

HMAC Pavement Section Total **3,120.75**

Total Estimated Cost **$14,334.75**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Englemen (Valdez Road to FM 2812) Road project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$3,300.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **5** 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 5**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Englemen Road (Valdez Road to FM 2812) Project

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**2**	**850.75**	**1,701.50**

Task: Flexible Base density testing at Roadway (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**4**	**399.75**	**1,599.00**

SOILS Section Total **3,300.50**

Total Estimated Cost **$3,300.50**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Las Cumbres Drive project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $14,334.75
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. 6 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 6**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Las Cumbres Drive Project

☒SOIL BORINGS SECTION

Task: Three (3) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	15	19.00	285.00
Standard Penetration Test (each)	9	12.00	108.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	8	54.00	432.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	6	70.00	420.00
Sieve Analysis (each)	6	55.00	330.00
Moisture Content (each)	9	13.00	117.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	4,620.00
Sub-Total (per task)	**1**	**4,620.00**	**4,620.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 2 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	661.25
Sub-Total (per task)	**2**	**661.25**	**1,322.50**

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	585.75
Sub-Total (per task)	**2**	**585.75**	**1,171.50**

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**2**	**850.75**	**1,701.50**

Task: Subgrade density testing at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**3**	**399.75**	**1,199.25**

Task: Flexible Base density testing at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**3**	**399.75**	**1,199.25**

SOILS Section Total **11,214.00**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**2**	**485.25**	**970.50**

Task: HMAC Pavement Laboratory Testing (2 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00

Sub-Total (per task)	**2**	**375.00**	**750.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	**1**	**1,400.25**	**1,400.25**

HMAC Pavement Section Total **3,120.75**

Total Estimated Cost **$14,334.75**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 20 North (FM 493 to Mile 7 West) Road project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$3,300.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 7 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 7**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Mile 20 North (FM 493 to Mile 7 West) Road Project

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**2**	**850.75**	**1,701.50**

Task: Flexible Base density testing at Roadway (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**4**	**399.75**	**1,599.00**

SOILS Section Total **3,300.50**

Total Estimated Cost **$3,300.50**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 8 North Road (Mile 2E to Address 1267) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**23,993.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **8** 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 8**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Mile 8 North (Mile 2E to Address 1267) Road Project

☒SOIL BORINGS SECTION

Task: Seven (7) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	35	19.00	665.00
Standard Penetration Test (each)	21	12.00	252.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	8	54.00	432.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	14	70.00	980.00
Sieve Analysis (each)	14	55.00	770.00
Moisture Content (each)	21	13.00	273.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	6,300.00
Sub-Total (per task)	**1**	**6,300.00**	**6,300.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 2 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	661.25
Sub-Total (per task)	**2**	**661.25**	**1,322.50**

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	585.75
Sub-Total (per task)	**2**	**585.75**	**1,171.50**

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**2**	**850.75**	**1,701.50**

Task: Subgrade density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**8**	**399.75**	**3,198.00**

Task: Flexible Base density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**8**	**399.75**	**3,198.00**

SOILS Section Total **16,891.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**5**	**485.25**	**2,426.25**

Task: HMAC Pavement Laboratory Testing (5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00

Sub-Total (per task)	**5**	**375.00**	**1,875.00**

Task: HMAC Pavement Field Coring (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	**2**	**1,400.25**	**2,800.50**

HMAC Pavement Section Total **7,101.75**

Total Estimated Cost **$23,993.25**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 9

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 2 East Road (Mile 4N to Address 4252) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $23,993.25
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 9 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 9**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Mile 2 East (Mile 4N to Address 4252) Road Project

☒SOIL BORINGS SECTION

Task: Seven (7) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	35	19.00	665.00
Standard Penetration Test (each)	21	12.00	252.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	8	54.00	432.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	14	70.00	980.00
Sieve Analysis (each)	14	55.00	770.00
Moisture Content (each)	21	13.00	273.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	6,300.00
Sub-Total (per task)	**1**	**6,300.00**	**6,300.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 2 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	661.25
Sub-Total (per task)	**2**	**661.25**	**1,322.50**

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	585.75
Sub-Total (per task)	**2**	**585.75**	**1,171.50**

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**2**	**850.75**	**1,701.50**

Task: Subgrade density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**8**	**399.75**	**3,198.00**

Task: Flexible Base density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**8**	**399.75**	**3,198.00**

SOILS Section Total **16,891.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**5**	**485.25**	**2,426.25**

Task: HMAC Pavement Laboratory Testing (5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00

Sub-Total (per task)	5	375.00	1,875.00

Task: HMAC Pavement Field Coring (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	2	1,400.25	2,800.50

HMAC Pavement Section Total 7,101.75

Total Estimated Cost **$23,993.25**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 10

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 2 ½ East Road (Mile 3N to Mile 4N) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $23,993.25
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **10** 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 10**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.

(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.

(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.

(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.

(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.

(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Mile 2 1/2 East (Mile 3N to Mile 4N) Road Project

☒SOIL BORINGS SECTION

Task: Seven (7) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	35	19.00	665.00
Standard Penetration Test (each)	21	12.00	252.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	8	54.00	432.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	14	70.00	980.00
Sieve Analysis (each)	14	55.00	770.00
Moisture Content (each)	21	13.00	273.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	6,300.00
Sub-Total (per task)	**1**	**6,300.00**	**6,300.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 2 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	661.25
Sub-Total (per task)	**2**	**661.25**	**1,322.50**

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	585.75
Sub-Total (per task)	**2**	**585.75**	**1,171.50**

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**2**	**850.75**	**1,701.50**

Task: Subgrade density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**8**	**399.75**	**3,198.00**

Task: Flexible Base density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**8**	**399.75**	**3,198.00**

SOILS Section Total **16,891.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**5**	**485.25**	**2,426.25**

Task: HMAC Pavement Laboratory Testing (5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00

Sub-Total (per task)	**5**	**375.00**	**1,875.00**

Task: HMAC Pavement Field Coring (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	**2**	**1,400.25**	**2,800.50**

HMAC Pavement Section Total **7,101.75**

Total Estimated Cost **$23,993.25**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-16-328-08-30

WORK AUTHORIZATION NO. 11

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 4 North Road (FM491 to Pedro Martinez Road) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**19,034.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **11** 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. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 11**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Mile 4 North (FM 491 to Pedro Martinez Road) Road Project

☒SOIL BORINGS SECTION

Task: Five (5) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	25	19.00	475.00
Standard Penetration Test (each)	15	12.00	180.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	8	54.00	432.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	10	70.00	700.00
Sieve Analysis (each)	10	55.00	550.00
Moisture Content (each)	15	13.00	195.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	5,460.00
Sub-Total (per task)	**1**	**5,460.00**	**5,460.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 2 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	661.25
Sub-Total (per task)	**2**	**661.25**	**1,322.50**

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	585.75
Sub-Total (per task)	**2**	**585.75**	**1,171.50**

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	850.75
Sub-Total (per task)	**2**	**850.75**	**1,701.50**

Task: Subgrade density testing at Roadway (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**5**	**399.75**	**1,998.75**

Task: Flexible Base density testing at Roadway (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**5**	**399.75**	**1,998.75**

SOILS Section Total **13,653.00**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**3**	**485.25**	**1,455.75**

Task: HMAC Pavement Laboratory Testing (3 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00

Sub-Total (per task)	3	375.00	1,125.00

Task: HMAC Pavement Field Coring (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	2	1,400.25	2,800.50

HMAC Pavement Section Total **5,381.25**

Total Estimated Cost **$19,034.25**

AI-56429 **Purchasing Department** **15. A. 2.**

CC - REGULAR

Meeting Date: 09/20/2016

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 City of Weslaco for the provisions of joint efforts for the Milano Road (commencing at Business 83 south to Mile 6 road and 6th Street from Milano Rd. approximately 1,300 feet to the elevated canal) Improvement Project; and

b. Acceptance and approval of Interlocal Agreement Project: Improvements to Milano Road (beginning at Business Highway 83 south to Mile 6 Road and 6th Street from Milano Road approximately 1,300 feet east to the elevated canal).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-121-XXX-0-721

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

BUDGETARY IMPACT:

Pending LIT AI-56420 CC 9/20/16

Attachments

AGREEMENT

EXHIBIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2016 10:38 AM
Glinda Pacheco	Glinda Pacheco	09/16/2016 04:38 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Katia Garcia		Started On: 09/16/2016 10:24 AM
Final Approval Date: 09/16/2016		

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 _____ day of _____, 2016, 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, City 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, City and County desire to jointly undertake a road improvement project to reconstruct portions of the following roads partially within City's municipal limits: Milanos Road commencing at Business 83 south to Mile 6 Road and 6th Street from Milanos Road east approximately 1300 feet to the elevated canal (collectively the "Roads");

WHEREAS, the Roads form a connecting link and integral part of the County and City road systems and the improvements to the Roads are in the best interest of the County and the 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 parties agree to cooperate in making the necessary improvements, to the Roads as described herein.

2. County agrees to provide plans and specification for the reconstruction of the Roads, and all labor, and machinery necessary to reconstruct the Roads herein.

3. County will, to the extent reasonably possible, follow the County's standard specifications in road reconstruction unless otherwise agreed in writing by both parties.

4. Prior to commencement of the reconstruction of the Roads by the County, the City agrees to provide to County the sum of Two Hundred Eighteen Thousand One Hundred Twenty-Two and ninety-seven one hundredths Dollars ($218,122.97) within ten (10) days of the approval of this Agreement by City for the cost of materials for the reconstruction of the Roads within the municipal limits of City. Any excess of such dollars provided by City to County under this numbered paragraph 4 not used by the County for material purchase for reconstruction of the Roads within the municipal limits of City shall be returned to City within a reasonable time following the completion of such reconstruction of the Roads within the municipal limits of City

5. City and County will each share equally the cost of any material or other testing required in the reconstruction of the Roads.

6. Any and all other costs deemed necessary for the reconstruction of the Roads shall be borne by the County.

7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will complete the road improvements no later than 90 days from execution of the contract.

8. City, pursuant to Tex. Trans. Code § 251.012, City authorizes County to perform all work necessary or required for the reconstruction of the Roads within the municipal limits of the City.

9. **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.

10. **No Waiver**. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any 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.

12. **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.

13. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of Weslaco Attention: Mayor David Suarez 255 S Kansas Ave, Weslaco, TX 78596 Weslaco, Texas 78573
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Commissioner A.C. Cuellar, Jr., Precinct No.1 1902 Joe Stephens Ave., Ste. 101 Weslaco, TX 78599

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.

14. **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.

15. **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.

16. **Assignment**. This Agreement shall not be assignable.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

THE CITY OF WESLACO

_____
David Suarez, Mayor

ATTEST:

_____
City Secretary

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 whereby City of Weslaco and County desire to jointly undertake a road reconstruction project to reconstruct portions of Milanos Road beginning at Business Highway 83 south to Mile 6 Road and 6th Street from Milanos Road approximately 1300 feet east to the elevated canal within City's municipal limits (collectively the "Roads"); through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Weslaco, Texas.

By vote on_____ 2016 the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

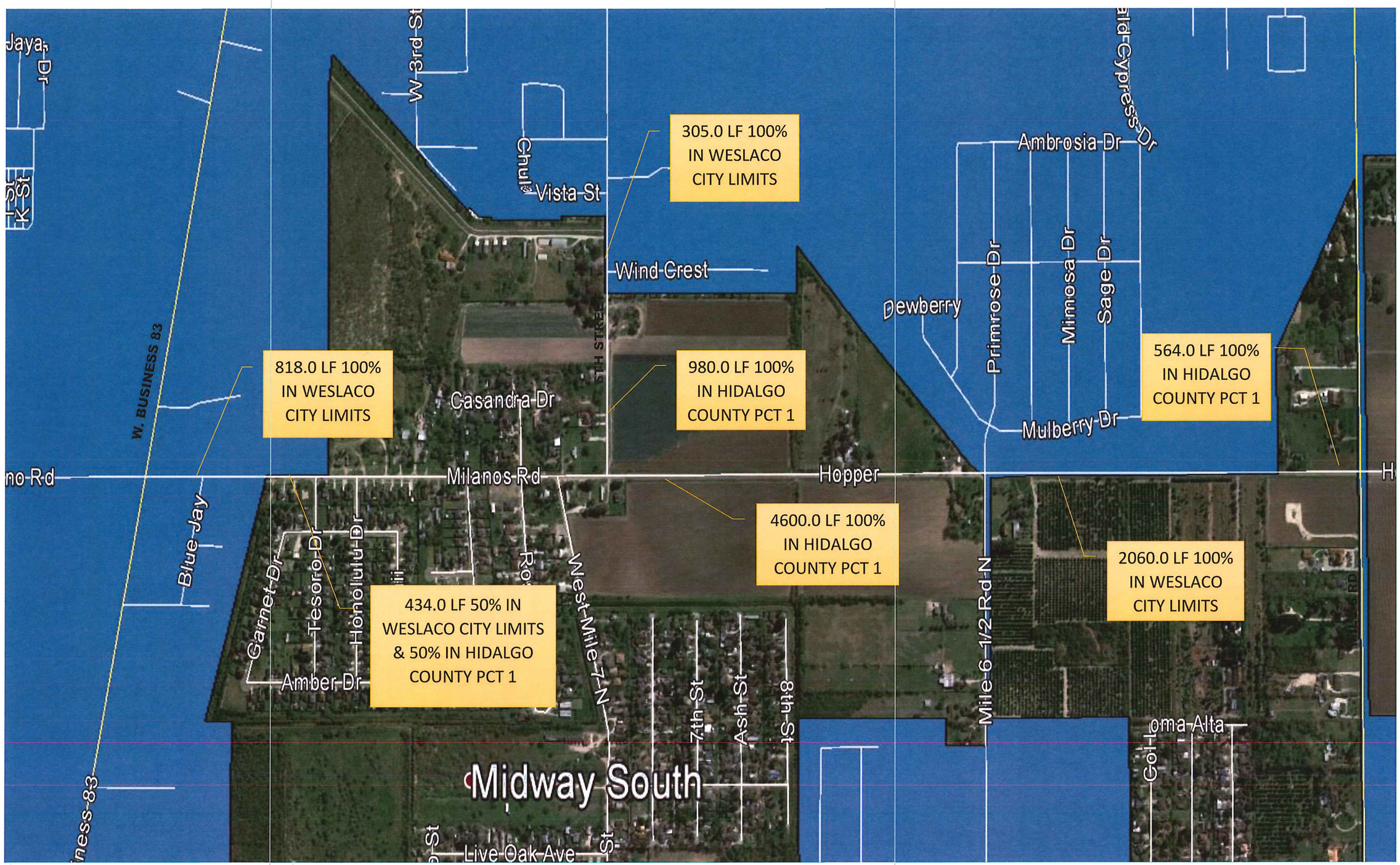
ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



HIDALGO COUNTY
PRECINCT 1
1902 JOE STEPHENS AVE. STE. 101
WESLACO, TX 78599
TEL: (956) 968-6799 ★ FAX: (956) 969-1417
www.co.hidalgo.tx.us

MILANOS RD. WESLACO
CITY LIMITS EXHIBIT

N W E S

NTS

AI-56114 **Purchasing Department** **15. B. 1.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor submitting the lowest bid meeting all specifications and/or requirements for the purpose of award of Bid/Contract for the: "Lease of Office Space-City of Edinburg" for Hidalgo County Community Service Agency, under (RFB) Project #: 2016-142-07-20-SMA.

BACKGROUND

1. Current Contract expires Sept. 24, 2016
2. Recommended vendor is "BIC Investments"
3. Contract document was reviewed and approved by legal counsel.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Lease will be paid out of:
Community Service Block Grant
Comprehensive Energy Assistance Program

Attachments

recommendation, tab, participation, 1295 form
C-16-142-09-20
CONTRACT-LEGAL APPROVAL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Rocio Villarreal	09/09/2016 08:33 AM

Budget & Management	Veronica Ortiz	09/09/2016 08:52 AM
Glinda Pacheco	Glinda Pacheco	09/16/2016 08:56 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Sandra Montalvo Started On: 08/29/2016 11:31 AM

Final Approval Date: 09/16/2016

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES

From : Jaime Longoria <jaime.longoria@co.hidalgo.tx.us> Fri, Sep 02, 2016 03:39 PM

Subject : Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES

To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

Cc : Guillermo Palacios <guillermo.palacios@co.hidalgo.tx.us>, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

I apologize. Our understanding was that given the one entity with two responses, there was only one choice. Nonetheless, we recommend the option with the most square footage at lowest price per square foot.

Thanks,

Jaime

----- Original Message -----
From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
Cc: "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>, "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Friday, September 2, 2016 2:29:15 PM
Subject: Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES

Mr. Longoria

We never received your recommendation from your nor Mr. Palacios.

----- Original Message -----
From: "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
To: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
Cc: "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>, "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Friday, September 2, 2016 2:03:21 PM
Subject: Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES

Sandra:

I thought the ball was in your court to place on comm court for another year. Our recommendation is to do the 15,000 sf option....

Thanks,

Jaime

----- Original Message -----
From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>, "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>
Cc: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Friday, September 2, 2016 1:47:21 PM
Subject: Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES

Mr. Longoria,

Do I proceed with the award of the Lease of Office Space? If so, I NEED for you to reply by no later than Wednesday, September 07, 2016 to award contract.

----- Original Message -----
From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>, "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>
Cc: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Monday, August 29, 2016 1:45:55 PM
Subject: Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES

4TH NOTICE

What is the status of the recommendation for the above mention project?
Current contract expires September 24, 2016, therefore, would like to present to Commissioners Court for award of contract & bid to avoid any lapse time. Please advise.

----- Original Message -----
From: "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
To: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
Cc: "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>
Sent: Thursday, August 11, 2016 8:46:36 AM
Subject: Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES

We will have that to you today.

Sent from my iPhone

> On Aug 11, 2016, at 7:34 AM, Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us> wrote:
>
> Good Morning Gentlemen!
>
> Thank for your response! Rocio advised me she talked to Mr. Palacios about proceeding forward.
>
> I just need the recommendation Memo from Mr. Palacios or Mr. Longoria. in order for me to proceed with agenda item and for Rocio to start with the contract document process.
>
> Thank you for your cooperation
>
>
> ----- Original Message -----

> From: "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
> To: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
> Cc: "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>
> Sent: Wednesday, August 10, 2016 10:56:09 AM
> Subject: Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES
>
> Sandra:
>
> I believe Mr. Palacios has spoken to you all about the next steps. We will of course recommend to our board and ultimately Comm Court.
>
> Thanks,
>
> Jaime
>
> ----- Original Message -----
> From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
> To: "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>, "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
> Sent: Wednesday, August 10, 2016 10:36:34 AM
> Subject: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES
>
> Gentlemen,
>
> Do you want to proceed with this project?
>
> ----- Original Message -----
>
> From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
> To: "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>, "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
> Cc: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
> Sent: Monday, August 8, 2016 5:11:54 PM
> Subject: Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES
>
>
> 3RD NOTICE
>
> Good Afternoon Gentlemen!
>
> What is the status of the recommendation for the above reference project?
>
> ----- Original Message -----
>
> From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
> To: "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>, "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
> Cc: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
> Sent: Tuesday, August 2, 2016 9:51:14 AM
> Subject: Re: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID RSPONSES
>
>
> Good Morning Gentlemen!

>
> What is the status of the recommendation for the above reference project?
> ----- Original Message -----
>
> From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
> To: "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>, "Jaime Longoria"
<jaime.longoria@co.hidalgo.tx.us>
> Sent: Wednesday, July 20, 2016 2:24:36 PM
> Subject: HIDALGO COUNTY CSA-LEASE OF OFFICE SPACE-EDINBURG BID NO 2016-142-07-20 SMA BID
RSPONSES
>
>
> Good Afternoon Gentlemen:
>
> Bid opening took place today, Wednesday, July 20, 2016, for the above mention project. Attached hereto are the bid responses, bid tabulation and memorandum for your review and recommendation.
>
> Submit your bid recommendation by no later than, July 29, 2016, in order to present to next Commissioners court meeting.
>
> If you have any questions, feel free to call or email me.
>
> --
>
> --
>
> Respectfully,
>
>
> Sandra Montalvo, Buyer II
> Hidalgo County Purchasing Department
> 2812 S. Bus. Hwy. 281
> Edinburg, Tx 78539
> Office-(956)318-2626 or 956-292-7000 ext. 4865
> Fax-(956)318-2629 or (956)292-7612
> Email: sandra.montalvo@co.hidalgo.tx.us
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> Respectfully,
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>
> Sandra Montalvo, Buyer II
> Hidalgo County Purchasing Department
> 2812 S. Bus. Hwy. 281
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> Office-(956)318-2626 or 956-292-7000 ext. 4865
> Fax-(956)318-2629 or (956)292-7612
> Email: sandra.montalvo@co.hidalgo.tx.us
>

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: JULY 20, 2016 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County Community Service Agency-Lease Office Space-Edinburg"***

BID NO.: 2016-142-07-20-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	LAURA SALINAS	BLM	Sandy Suarez	7/06/2016	419 N. 12th Donna, Texas 78537 P# 956-464-2460 F#956-464-2494 HP#461-2851 rjslawoffice@hotmail.com or to ***Law Offices of Robert J. Salinas & Assoc.*** ***2101 Wood Avenue*** ***Donna, Texas 78537*** ***Phone: (956) 464-2460*** ***Fax: (956) 464-2494*** ***Email: rjslawoffice@hotmail.co***
2.	PRIME VENDOR, INC. Attn: Julie Mapes	BLM	Sandy Suarez	7/06/2016	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Contact Email: work41@prime-vendor.com
3.	GBB RENTALS, LTD Attn: Enrique Garza or Spencer Bell	BLM	Sandy Suarez	7/06/2016	P.O. BOX 8064 Weslaco, Tx 78599 5310 Garret Rd. Harlingen, TX. 78552 (O) 956-551-7662 (F) 956-968-9222 cell 956-551-7664 sbell1@hiline.net egarza@ebmerit.com
4.	ECON CONSTRUCTION Att: Jaime Enriquez	EMR	Sandy Suarez	7/06/2016	3025 S. Sugar Rd. Edinburg, TX 78539 Ofc: 956-259-8005 Fax: 956-259-8009 jenrique@econgroup.us
5.	B.I.C. Investments / Cuartitos.com Sandra D. Ruiz	EMR	Sandy Suarez	7/06/2016	3910 W. Freddy Gonzalez Dr. Edinburg, Tx 78539 Ph: 956-383-6295 Fax: 956-381-1176 Sandra@bicinvestments.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET/BID TABULATION

DEPARTMENT NAME: **Hidalgo County Community Agency-*Lease of Office Space- Edinburg"***

BID OPENING DATE: JULY 20, 2016 | **OPENING TIME: 9:30 A.M.**

BID NO: 2016-142-07-20-SMA

	NAME OF COMPANY	Number Of Square Feet	Price Per Square Foot	Total Monthly Price
1.	BIC Development Corp.	17,000 SQ. FT	$.794118	$13,500
2.	BIC Development Corp.	12,000 SQ. FT	$1.25	$15,000
3.				
4.				

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:
2016-106060

Date Filed:
08/30/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BIC Development Corp
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 Community Service Agency

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.
2016-142
Lease of Office Space - Hidalgo County Community Service Agency

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

NOTARY PUBLIC STATE OF TEXAS
YOLANDA FLORES
Notary ID# 510247-1
My Comm Exp 7-31-2020

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard A. Garza, this the 31ST day of Aug, 20 16, to certify which, witness my hand and seal of office.

Yolanda Flores — Yolanda Flores — NOTARY

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:
2016-106060

Date Filed:
08/30/2016

Date Acknowledged:
09/01/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BIC Development Corp
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 Community Service Agency

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.

2016-142
Lease of Office Space - Hidalgo County Community Service Agency

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-16-142-09-20

THIS LEASE is made and entered into by and between BIC Development Corporation**,** referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A "attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be commencing on **September 25, 2016** (as hereinafter defined) and ending on **September 24, 2021** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for a one year (1) term and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2 or 1.4 hereof; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon

Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **Thirteen Thousand Five Hundred Dollars and no 00/100 ($13,500.00)** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the

Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **3910 W. Freddy Gonzalez, Edinburg, Texas 78539**, or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. Lessor shall be responsible for all of the repairs

and maintenance. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it

will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable

laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to

Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee

may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor’s sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the

Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the

Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then

Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following

addresses:

Lessor:	Lessee:
BIC Development Corporation Attn: Richard A. Garza, President 3910 W. Freddy Gonzalez Drive Edinburg, Texas 78539	County of Hidalgo Attn: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force

majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a

continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Entire Agreement

14.14 This Lease contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Lessor, and not otherwise.

Immunities

14.15 Nothing in this Lease is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2016.

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

BIC DEVELOPMENT CORPORATION

_____
By:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

2524 N. CLOSNER

LOT 1 PLAZA DEL NORTE SUBDIVISION

EXHIBIT "B"
REQUEST FOR BID (RFB) &
BID PAGE

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

July 7, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY COMMUNITY SERVICE AGENCY**
Request for Bids -*"Lease of Office Space-Edinburg"*
Bid No: 2016-142-07-20-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)

HIDALGO COUNTY COMMUNITY SERVICE AGENCY
"Lease of Office Space-Edinburg"
Bid No: 2016-142-07-20-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter, consisting of	1
2.	Request for Bid, Legal Notice, consisting of	8
3.	Exhibit A Specifications/Requirements and Attachment A-1 Plan Layout, consisting of	4
4.	Exhibit B- Bid Page, consisting of	2
5.	Exhibit C Insurance Requirements, consisting of	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire, consisting of	3
7.	Vendor/Bidder Application and W-9 form consisting of	6
8.	Certification Regarding Debarment, consisting of	1
9.	Draft Lease Agreement	22

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

7/6/2016
Date

LEGAL NOTICE

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Lease of Office Space-Edinburg"

Bid No: 2016-142-07-20-SMA

Bid No:2016-142-07-20-SMA	Buyer : Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Lease of Office Space-Edinburg"

BID OPENING DATE: JULY 20, 2016 @ 9:30A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

1) Sealed bids will be received for *Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"* 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.:2016-142-07-20-SMA-** *Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"* and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, *on or before 9:30 A.M, WEDNESDAY, JULY 20 , 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** *RFB No.:2016-142-07-20-SMA-Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"*

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all Bids.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  1) Name and address of successful bidder
  2) Name and address of receiving department or official
  3) Purchase Order Number (if any)
  4) Notation- ***Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"***
  5) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  6) 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, 9:30 A.M.	**JULY 20, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

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. **Register at SAMs System for Award Management @ www.sam.gov.**

- 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.

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. (2016-142), 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:

http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23) Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29) Successful bidder shall warrant that all items/services shall conform 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.

Bid
for
Hidalgo County Community Service Agency
"Lease of Office Space-Edinburg"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
& ATTACHMENT A-1 PLAN LAYOUT

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Lease of Office Space-Edinburg"

Bid No: 2016-142-07-20-SMA

EXHIBIT "A"

Specifications/Requirements
Hidalgo County-Community Service Agency
"Lease of Office Space-Edinburg"
RFB NO.: 2016-142-07-20-SMA

SCOPE OF PROJECT:

The proposed office building must be in good working condition and must meet all ADA requirements or all entrances, restrooms and/or parking areas provided by bidder.

Said office space shall have the designated rooms or areas for conducting the following functions:

- Building must be located at the following: Parameter: within the City of Edinburg, TX.
- Waiting area, Reception area, Conference Room, Lounge Room, and two (2) storage rooms.

REQUIREMENTS:

1) Bidder must charge by the square foot for the rental space;

2) Parking Requirements: Professional offices Chapter 19.18 for modifications of these parking standards for mixed use projects.: one space for each 200 square feet of gross floor area for medical, clinical and dental offices or one space for each 300 square feet of gross floor area for other professional and business offices; The minimum number of parking spaces should be double the required by the zoning applicable to a site or specified in this section

3) Must provide a min. of 9,500 square feet to a max. of 12,000 square feet of available tile floor space to perform CSA services. Building be well insulated with an ERA rating of minimum of eleven (11) and with approximately 13 individual offices. (SEE attachment A-1, Plan layout)

4) The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

5) Lessor must provide documented proof that the building is asbestos free and mold free with the most recent inspection not less than one year old.

6) Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees;

7) The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract;

8) Parking spaces for both regular and handicapped needs shall conform to local municipal ordinances and state law with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking Requirements;

9) Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pickup.

10) Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;

11) Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance, also by keeping entire Building free of mold at all times. Lessor must provide documented proof with the most recent inspection not less than one year old.

12) Building shall be safe from rodents & insects prior to occupancy by the CSA Program staff. Also be responsible and at Lessor's expense for pest control and floor maintenance throughout term of this contract.

13) The complete space will be inspected by CSA Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

14) The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's cost and to be completed at least 90 days from the date of award;

15) Provide the legal description of the property along with your bid and include a proposed layout of your facility.

16) Hidalgo County is requesting all interested vendor(s) submitting bids must provide the following: property ID # and/or Geographic ID # and the Legal Description as listed on your local County Appraisal District for proposed property being submitted for this project.

17) An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;

18) If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

19) If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

20) Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy. Incomplete sections may be considered for probable cause for disqualification.

21) **SITE VISIT:** Hidalgo County Community Services Agency has the option to conduct a walk-thru before the lease agreement is awarded, in order to verify status and kind of business activity within the building if necessary.

TERMS & CONDITIONS

1) Term of contract shall be for a period of five (5) years with the County's option to renew for one (1) additional year under the same terms and conditions. Lease will have a sixty (60) day cancellation clause.

2) Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

3) Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;

4) 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;

5) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County;

6) Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**, Plus also insure building for fire, accident and natural disaster;

7) Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

ADDITIONAL INFORMATION:

1) Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) All cost and expenses associated with the preparation and submission of (bids, proposals, and statements of qualifications) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

RFB QUESTIONS AND ANSWERS

3) ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than, *WEDNESDAY, July 13, 2016,* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than, *FRIDAY,July15 , 2016,* by 5:00 P.M.

ATTACHMENT A-1 PLAN LAYOUT

Proposed Procurement for Building Specifications/Requirements

Hidalgo County Community Service Agency

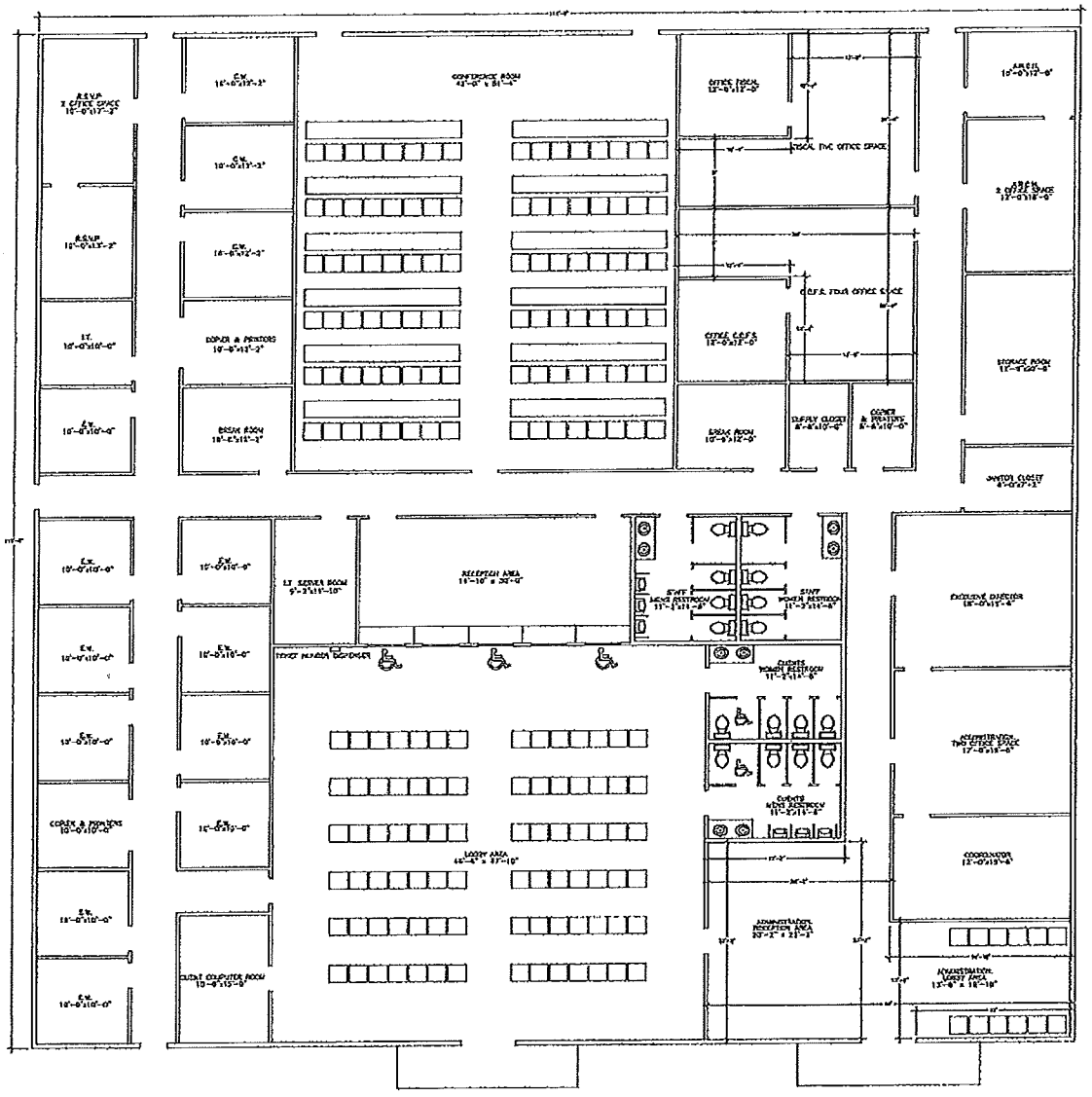


EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Lease of Office Space-Edinburg"

Bid No: 2016-142-07-20-SMA

EXHIBIT "B"

Bid Page
Hidalgo County-Community Service Agency
"Lease of Office Space-Edinburg"
RFB NO.: 2016-142-07-20-SMA

BID PRICE PER SQUARE FOOT: $ _____

TOTAL MONTHLY BID PRICE: $ _____

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: _____

PHYSICAL LOCATION OF PROPOSED BUILDING: _____

_____

PROPERTY ID # and/or GEOGRAPHIC ID: _____

LEGAL DESCRIPTION OF PROPERTY: _____

_____

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Lease of Office Space-Edinburg"

Bid No: 2016-142-07-20-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

EXHIBIT "C"

Insurance Requirements

ACORD CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS -- COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "C"
Insurance Requirements
Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements
PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable)_____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Lease of Office Space-Edinburg"

Bid No: 2016-142-07-20-SMA

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.

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Lease of Office Space-Edinburg"

Bid No: 2016-142-07-20-SMA

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.: _____

(RETURN THIS PAGE WITH BID RESPONSE)

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: _____

(RETURN THIS PAGE WITH BID RESPONSE)

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and 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. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Lease of Office Space-Edinburg"

Bid No: 2016-142-07-20-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

Bid Page

Hidalgo County-Community Service Agency

"Lease of Office Space-Edinburg"

RFB NO.: 2016-142-07-20-SMA

BID PRICE PER SQUARE FOOT: $ .794118

TOTAL MONTHLY BID PRICE: $ 13,500.00

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: 17,000 sq ft

PHYSICAL LOCATION OF PROPOSED BUILDING: 2524 N. Closner

Edinburg, Texas 78539

PROPERTY ID # and/or GEOGRAPHIC ID: P-7450-00-000-0001-00

LEGAL DESCRIPTION OF PROPERTY: Lot 1, Plaza del Norte Subd., Edinburg

Hidalgo County, Texas

OPENED
9:35 7-20-16

Witnessed

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:	BIC DEVELOPMENT CORP.
ADDRESS:	3910 W. Freddy Gonzalez Drive
CITY/STATE/ZIP CODE:	Edinburg, Texas 78539
PHONE & FAX NO'S:	956-383-6295 (office) 956-381-1176 (fax)
CELLULAR NO:	956-638-6295
E-MAIL ADDRESS:	richardagarza@aol.com
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Richard A. Garza
TITLE	President

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/7/2016

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 Padron Insurance Agency, Inc. dba Safeguard Insurance Agency 800 North 10th Street McAllen TX 78501	CONTACT NAME: Denora Garza PHONE (A/C, No, Ext): (956) 687-1811 FAX (A/C, No): (956) 687-1819 E-MAIL ADDRESS: dgarza@safeguardnow.com
INSURED BIC Development Corporation 3910 W Freddy Gonzalez Drive Edinburg TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Essex Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL169704538 **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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			3DW1759	10/5/2015	10/5/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ EXCLUDED
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

3105/3107 W University Drive, Edinburg, Hidalgo County, Texas 78539
2524 North Closner, Edinburg, Hidalgo County, Texas 78539
3109 W University Dr, Edinburg, Hidalgo County, Texas 78539

CERTIFICATE HOLDER

Hidalgo County
2802 S Business 83
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

Denora Garza/SGCOMM Denora V. Garza

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CERTIFICATE OF PROPERTY 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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Padron Insurance Agency, Inc. dba SafeGuard Insurance Agency 800 N. 10th St. McAllen TX 78501	CONTACT NAME: Denora Garza PHONE (A/C, No, Ext): (956) 687-1811 FAX (A/C, No): (956) 687-1819 E-MAIL ADDRESS: dgarza@safeguardnow.com PRODUCER CUSTOMER ID: 00029524
INSURED BIC Development Corporation 3910 W Freddy Gonzalez Drive Edinburg TX 78539	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Westchester Surplus Lines INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CP1671801063 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Loc# 00003 Bldg# 00001: 2524 North Closner Blvd. Edinburg TX 78539

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	DEDUCTIBLES	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY CAUSES OF LOSS		D39255169	7/25/2016	7/25/2017	[X] BUILDING	$ 975,000
	[ ] BASIC	BUILDING				[ ] PERSONAL PROPERTY	$
	[ ] BROAD	CONTENTS				[ ] BUSINESS INCOME	$
	[ ] SPECIAL					[ ] EXTRA EXPENSE	$
	[ ] EARTHQUAKE					[ ] RENTAL VALUE	$
	[ ] WIND					[ ] BLANKET BUILDING	$
	[ ] FLOOD					[ ] BLANKET PERS PROP	$
	[X] Special	2,500				[ ] BLANKET BLDG & PP	$
							$
	[ ] INLAND MARINE CAUSES OF LOSS		TYPE OF POLICY				$
	[ ] NAMED PERILS		POLICY NUMBER				$
	[ ] CRIME TYPE OF POLICY						$
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN						$
							$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, 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

Denora Garza/SGCOMM Denora V. Garza

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 9/7/2016

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): (956) 687-1811
Padron Insurance Agency, Inc. dba SafeGuard Insurance Agency 800 N. 10th St. McAllen TX 78501	
FAX (A/C, No): (956) 687-1819	E-MAIL ADDRESS:
CODE:	SUB CODE:
AGENCY CUSTOMER ID #: 00029524	

COMPANY: Westchester Surplus Lines

INSURED	LOAN NUMBER	POLICY NUMBER
BIC Development Corporation 3910 W Freddy Gonzalez Drive Edinburg TX 78539		D39255169
	EFFECTIVE DATE: 7/25/2016 — EXPIRATION DATE: 7/25/2017 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Loc# 00001/Bldg# 00001
3109 W. University Dr.
Edinburg, TX 78539
See Attached Overflow Pages

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building, Replacement Cost, Special	128,000	1,000
Business Income, Replacement Cost, Special form	33,276	1,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

Hidalgo County
2802 S Business 83
Edinburg, TX 78539

☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADDITIONAL INSURED ☒ Certificate holder

LOAN #

AUTHORIZED REPRESENTATIVE

Denora Garza/SGCOMM

Denora V. Garza

ACORD 27 (2009/12)
INS027 (200912).02

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
2	00001, 3105/3107 W. University D, Building, 308,000	SPECL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
308,000			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
2	00001, 3105/3107 W. University D, Business Income, 60,480	SPC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
60,480			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
3	00001, 2524 North Closner Blvd., Building, 975,000	SPECL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
975,000			2,500		

Ref #	Description	Coverage Code	Form No.	Edition Date
3	00001, 2524 North Closner Blvd., Business Income, 163,200	SPC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
163,200			2,500		

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-16-142-09-20-BIC DEV.-CSA

From : Steve Crain <scrain@atlashall.com> Thu, Sep 08, 2016 01:55 PM
Subject : RE: C-16-142-09-20-BIC DEV.-CSA
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Looks good.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, September 08, 2016 1:29 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: C-16-142-09-20-BIC DEV.-CSA

Mr. Crain:

I have corrected as requested. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, September 8, 2016 1:21:47 PM
Subject: RE: C-16-142-09-20-BIC DEV.-CSA

In 1.2 insert the word “for” between “Lease” and “a”.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, September 08, 2016 1:19 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: C-16-142-09-20-BIC DEV.-CSA

AI-56394 **Purchasing Department** **15. C. 1.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: John Paul Lugo, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

BCAP/Pct. 1
Acceptance and Approval of Work Authorization No. 3 in connection to Contract C-CAP-08-028-10-28 with TEDSI INFRASTRUCTURE GROUP in the amount of $29,610.02 for the provision of professional engineering services for Various Border Colonia Access Program Round III Projects for Pct. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-121-642-0-334

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

BUDGETARY IMPACT:

Work Authorization No. 3 shall be funded through funding source 6-1312-431-00-121-642-0-334

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-121-270-0-334

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

BUDGETARY IMPACT:

Work Authorization No. 3 shall be funded through funding source 6-1312-431-00-121-270-0-334

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-121-394-0-334

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

BUDGETARY IMPACT:

Work Authorization No. 3 shall be funded through funding source 6-1312-431-00-121-394-0-334

Attachments

BCAP/ Pct. 1 Work Authorization No. 3 - C-CAP-08-028-10-28

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Noemi De Los Rios Started On: 09/15/2016 01:37 PM

Final Approval Date: 09/16/2016

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-028-10-28
Work Authorization Form

WORK AUTHORIZATION NO. 3

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** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded Proposition 3 – Border Access Colonia Program Projects of Hidalgo County Precinct No. 1 as identified in Attachment "A".

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$29,610.02**. This amount is based upon the costs outlined in the Estimated Distribution attached hereto as **ATTACHMENT "A"**.

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. FUNDING

This Work Authorization No. 3 shall be funded through funding source:

Account No. 6-1312-431-00-121-642-0-334
6-1312-431-00-121-270-0-334
6-1312-431-00-121-394-0-334

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner A.C. Cuellar, Jr. as to content and detail of this Work Authorization No. 3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____
Commissioner A.C. Cuellar, Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____ _____.

THE ENGINEER:
TEDSI Infrastructure Group, Inc.

_____
By: Jesus Salinas

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by County
EXHIBIT "B" - Services to be Provided by Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D1" - Fee Breakdown

ATTACHMENT "A"- Estimate Distribution

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engieer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc..Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

WORK SCHEDULE

Colonia	months after Notice to Proceed					
	1	2	3	4	5	6
Barbosa Lopez #3						
Preliminary -Design						
Bid Process						
Contract Documents						
Construction Activities						
Colonia	**months after Notice to Proceed**					
	1	2	3	4	5	6
Flora Subdivision						
Preliminary -Design						
Bid Process						
Contract Documents						
Construction Activities						
Colonia	**months after Notice to Proceed**					
	1	2	3	4	5	6
La Pampa Subdivision						
Preliminary -Design						
Bid Process						
Contract Documents						
Construction Activities						

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the ***Services*** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$29,610.02**
PHASE I	=	45% of the **Services Fee**
PHASE II	=	45% of the **Services Fee**
PHASE III	=	10% of the **Services Fee**

ATTACHMENT "A"
ESTIMATE DISTRIBUTION

Precinct 1 **Colonia Name**		**Engineering** **Fees**
1. Barbosa Lopez #3	:	$9,924.25
2. Flora Subdivision	:	$10,990.22
3. La Pampa	:	$8,695.55
	:	
TOTAL:		**$29,610.02**

AI-56423 **Purchasing Department** **15. D. 1.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: John Paul Lugo, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and Approval of Work Authorization No. 2 in connection to contract C-CAP-12-128-05-22 with Javier Hinojosa Engineering in the amount of $53,234.55 for the provision of professional engineering services for various Border Colonia Access Program Round III Projects for Pct. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-123-247-0-334

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

BUDGETARY IMPACT:

Work Authorization No. 2 shall be funded through funding source 6-1312-431-00-123-247-0-334

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-123-834-0-334

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

BUDGETARY IMPACT:

Work Authorization shall be funded through funding source 6-1312-431-00-123-834-0-334

Attachments

BCAP / Pct. 3 Work Authorization No. 2 (C-CAP-12-128-05-22)

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Noemi De Los Rios		Started On: 09/16/2016 09:37 AM
Final Approval Date: 09/16/2016		

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-12-128-05-22
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJSA ENGINEERING** professional engineers of McAllen,Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded Proposition 3 – Border Access Colonia Program Projects of Hidalgo County Precinct No. 3 as identified in Attachement "A".

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$53,234.55**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **ATTACHMENT "A".**

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. FUNDING

This Work Authorization No. **2** shall be funded through funding source:

Account No. 6-1312-431-00-123-247-0-334
6-1312-431-00-123-834-0-334

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY: _____
Commissioner Joe M. Flores

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2016.

THE ENGINEER:
Javier Hinojosa Engineering

_____
By: Javier Hinojosa, PE, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D1" - Fee Breakdown

ATTACHMENT "A" - Estimated Cost Proposal

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engieer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc..Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"
Project Schedule
Precinct No. 3

PROJECT: Border Access Colonia Program Projects Round 3
El Paraiso Subdivision and Palm Subdivision #2
CLIENT: HIDALGO COUNTY PRECINCT #3
COUNTY: HIDALGO

TASK AND DESCRIPTION		SEP 2016	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEP 2017
Border Access Colonia Program Projects														
Preliminary Engineering														
Plans, Specifications and Estimate (PS&E)														
Bidding and Contract Award														
Construction														

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the ***Services*** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$53,234.55**
PHASE I	=	40% of the **Services Fee**
PHASE II	=	40% of the **Services Fee**
PHASE III	=	20% of the **Services Fee**

ATTACHMENT "A"
BORDER COLONIA ACCESS PROGRAM ROUND III
HIDALGO COUNTY PRECINCT NO. 3
August 29, 2016

Colonia Name		
1. El Paraiso Subdivision	:	$34,093.72
2. Palm Subdivision#2	:	$19,140.83
TOTAL:		**$53,234.55**

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

MEMORANDUM

To: Colonia Access Program
Attn: Mr. John Paul Lugo, BCAP Director

From: Javier Hinojosa, P.E.

Subject: Hidalgo County Precinct No. 3 – Work Authorization No. 2
El Paraiso Subdivision and Palm Subdivision #2
Contract No. C-CAP-12-128-05-22

Date: August 29, 2016

Attached please find Work Authorization No. 2 for the El Paraiso Subdivision and Palm Subdivision #2. I have executed this work authorization and is submitted to you for approval and execution by the County. If you have any questions or require further information, please feel free to contact me at your convenience.

AI-56440 **Purchasing Department** **15. E. 1.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rudy Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of a "Sole Source Declaration" for "Holt Co dba Holt Truck Center - Holt-CAT as per Tx LGC, 262.024 (a) (7) (A) with declaration to remain in effect unless revoked by HCCC

B. Approval to purchase a CAT Power Generator System Upgrade located at the Hidalgo County Sheriff's Office as proposed by HOLT-CAT dba Holt Truck Center in the amount of $124,918.45 as a sole source purchase.

BACKGROUND

Pending attachment of vendor's sole source letter and affidavit.
Purchase of Repairs / Upgrade through Requisition#304769 includes parts, labor, software, installation, and travel as an emergency purchase to avoid a power outage that would present an un-secure and unsafe condition. The Holt-CAT Quote is only a quote and does not require any signatures but only a signed purchase order.
Necessary repairs / upgrade was discovered through an on-site assessment conducted by Holt-CAT on 5/27/16 through PO#742862.
Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a) (7), and item that can only be obtained from one source, and (A) "Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies".
Previous Sole Source AI-30253 approved on 12/29/2011.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2102-423-21-280-015-0-751

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

BUDGETARY IMPACT:

Req#304769

Attachments

sole source letter

SS Declaration
Req#304769 B/U
Legal
AI-30253

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2016 04:02 PM
Glinda Pacheco	Glinda Pacheco	09/16/2016 04:25 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Rudy Salinas		Started On: 09/16/2016 02:10 PM
Final Approval Date: 09/16/2016		

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 Charles C. Strickland 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 Charles C. Strickland. 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: Holt Texas, LTD.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Cat equipment and parts
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 Charles C Strickland

SWORN AND SUBSCRIBED TO under oath before me on 12th day of September, ~~2015~~ 2016

TERESA L. HOWARD NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-28-2018

Teresa L. Howard
NOTARY PUBLIC

Teresa L. Howard
PRINTED NAME

02/28/18
MY COMMISSION EXPIRES

COMPANY NAME: Holt Texas, LTD.

ADDRESS, CITY, STATE & ZIP CODE: 5665 Southeast Loop 410, San Antonio, TX 78222

PHONE: 210.648.1111 NUMBER:

CONTACT NAME AND TITLE: Charles C. Strickland, EVP-CFO

WEB ADDRESS www.holtcat.com EMAIL: angela.graf@holtcat.com

FEDERAL TAX ID NUMBER: 74-1389993 TEXAS SALES TAX NUMBER:

HOLT CAT

Austin

Bridgeport

Corpus Christi

Fort Worth

Irving

Laredo

Lewisville

Longview

North Dallas

Pflugerville

San Antonio

Sonora

Texarkana

Tyler

Victoria

Waco

Weslaco

September 9, 2016

County of Hidalgo
Attn: Rudy Salinas
2808 South Business Highway 281
Edinburg, TX 78539

Dear Mr. Salinas:

Holt Texas, LTD. is the authorized distributor for Caterpillar, Inc.'s heavy equipment, parts and engines and is primarily responsible for developing and promoting sales, service and rentals within the specific 118 county territory defined by Caterpillar, Inc. in the State of Texas. The defined territory for Holt Texas, LTD. includes Hidalgo County.

Holt Texas, LTD. is the Caterpillar contact for the proposed Cat switchgear upgrade , repairs, parts & service as well as all future upgrades, repairs, parts, software and maintenance for Hidalgo County.

Sincerely,

Charles C. Strickland
EVP-CFO

CCS/amg

3302 South W. W. White Rd • San Antonio, TX 78222 • tel 210.648.1111 • fax 210.648.0079
www.holtcat.com

Purchasing Department

County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: September 20, 2016

RE: "Sole Source Declaration"- Holt Co d/b/a Holt Truck Center & Holt-CAT

The Hidalgo County Sheriff's Office / Adult Detention Department possess and utilizes the current CAT-ISO-SwitchGear Package Software and/or components in order to operate and maintain their Caterpillar Engines and Catepillar Power Generator Systems.

The original hardware / software was acquired by Holt Texas, LTD dba Holt-CAT. Maintenance for the generators and the systems have continued under Holt Co dba Holt Truck Center & Holt-CAT as they have proprietary ownership of the system control software used by the Sheriff's Office and Adult Detention Department.

Therefore, the Hidalgo County Sheriff's Office and Adult Detention Department requires the continued Maintenance, Service, and Support from Holt Co dba Holt Truck Centers & Holt-CAT for the life of the system.

Requisition

HIDALGO COUNTY JAIL

Req # 00304769

PO #

Date: 08/25/16

Bill To: x
x

Vendor : 94366
BD HOLT CO
D/B/A HOLT TRUCK CENTER
P.O. BOX 911975
DALLAS TX 75391-1975
FAX (361)854-3367

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: **RQUINTANIHLA**
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		EMERGENCY CAT PWR GENERATOR CONTROLS / COMPONENTS UPGRADE / REPAIRS NECESSARY TO AVOID A POWER OUTAGE DO NOT DUPLICATE ORDER		
1.00	LOT	PLC AND HMI CONTROLS MODERNIZATION UPGRADE AT THE HIDALGO COUNTY ADULT DETENTION CENTER (INCLUDES ENGINE COMMS) (FS REMEDIAL) IN HOUSE PRODUCTION (PROGRAMMING, ENGINEERING, HMI, CAD, LOGISTICS) FIXED RATE PRICE FOR TRAVEL, LABOR AND MATERIALS DESCRIBED IN THIS ESTIMATE. ALL WORK INCLUDES CAT SWITCHGEAR STANDARD AFTER-MARKET WARRANTY TERMS AND CONDITIONS. APPLICABLE TAXES, DUTIES AND FREIGHT ARE NOT INCLUDED AND WILL BE ADDED AT THE TIME OF INVOICE UNLESS OTHERWISE STATED. RETURNED PARTS ARE SUBJECT TO A RE-STOCKING FEE. ANY ADDITIONAL LABOR OR MATERIAL REQUIRED BUT NOT INCLUDED AS A RESULT OF CHANGE IN SCOPE WILL BE INVOICED AS ACCRUED. CANCELED ORDERS WILL BE INVOICED TO INCLUDE ANY MATERIAL RETURN FEES, NON-REFUNDABLE TRAVEL, AND SUBMITTAL LABOR IF APPLICABLE. BUY BOARD 424-13. GROUP 48 - PARTS ON ALL CONSTRUCTION EQUIPMENT DISCOUNT FROM CURRENT CATERPILLAR LIST FOR CONTRUCTION PARTS; 0% DISCOUNT FROM MANUFACTURER PRICE PAGES. "OPTION TO INCREASE OR DECREASE BASED ON ACTUAL REPAIRS NEEDED AT TIME OF SERVICE"	53,896.34	53,896.34
4.00	LOT	FIELD ENGINEERING ON SITE (NORMAL BUSINESS HOURS)	3,076.92	12,307.68
1.00	LOT	TRAVEL AND LODGING EXPENSES	5,713.69	5,713.69
5.00	EACH	ITEM# PARTS 171CBU98091 SCHNEIDER UNITY MIE PLS	1,769.23	8,846.15
3.00	EACH	ITEM# PARTS 170ADM85010 MODICON 12VDC 16IN/16OUT BASE	643.69	1,931.07
2.00	EACH	ITEM# PARTS 170AMM1130 MODICON 2AI 2AO 12DI 8DO 10-45 BASE	2,269.57	4,539.14
3.00	EACH	ITEM# PARTS XDCR-MTWDN7CDM500XXC BITRONICS POWERPLEX II TRANSDUCER	3,692.31	11,076.93
1.00	EACH	ITEM# PARTS TS-17-24VDC-ISO-VI ELO 17" ISO TOUCHSCREEN	3,123.08	3,123.08
1.00	EACH	ITEM# PARTS 17" TS AND BEZEL 17" TS AND BEZEL (REG. $2230, DISCO)	1,715.38	1,715.38
1.00	EACH	ITEM# PARTS MCMU-BTXISOCOMPUTERONLY DYNICS COMPUTER WITH WINDOWS 7	7,892.31	7,892.31
1.00	EACH	ITEM# PARTS FACTORY TALK SOFTWARE BUNDLE FACTORY TALK SOFTWARE BUNDLE (100)	5,998.20	5,998.20
2.00	EACH	ITEM# PARTS CAT-256-7512 PL1000E COMMUNICATION EXPLORER MOD	1,189.66	2,379.32

Authorized By: _____

Requisition

HIDALGO COUNTY JAIL

Req # 00304769

PO #

Date: 08/25/16

Bill To: x
x

Vendor : 94366
BD HOLT CO
D/B/A HOLT TRUCK CENTER
P.O. BOX 911975
DALLAS TX 75391-1975
FAX (361)854-3367

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	ITEM# PARTS MISC HDWR- MISC HDWR (ETHERNET CARDS, BRACKETS, CONNECTORS, CABLES, ETC.)	1,398.60	1,398.60
4.00	EACH	ITEM# PARTS 1783-US6T2F STRATIX 2000 6 PORT RJ45 WITH 2 FIBER	1,025.14	4,100.56
		Account No	Encumbrance	
		6-2102-423-21-280-015-0-751	124,918.45	
			Freight	.00
			Total	124,918.45

Authorized By: _____

Corpus Christi - Industrial Engine
1319 S PADRE ISLAND DR
CORPUS CHRISTI, TX 78416

HIDALGO COUNTY SHERIFFS DEPT
PO BOX 1228
EDINBURG, TX 78540-1228

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
0562450	JOSE MONTOYA	956-383-8114		
QUOTE NO.	**P.O. NO.**	**DATE**	**EMAIL**	
96076		9/16/2016 3:58:41 P	jose.montoya@hidalgoso.org	
MAKE	**MODEL**	**SERIAL NO.**	**UNIT NO.**	
AA	XLMT2	31194	SWTCHGEAR	0
NOTES				

SEGMENT: R1 ( )

NOTES:
QUOTE ONLY PARTS, FREIGHT, AND MISC CHARGES FOR THE UPGRADES ON THE CAT SWITCHGEAR. WORK WILL BE PEROFORMED BY THE CAT ISO TECH.

HIDALGO COUNTY SHERIFFS DEPT
JAIL GENERATOR #1
701 EL CIBOLO ROAD
EDINBURG, TX.

Parts

Part No	Qty	Description	Unit Price	Ext Price
068091	1	PLC AND HMI CONTROLS MODERNIZATION UPGRADE (INCLUDES ENGINE COMMS) (FS REMEDIAL)	124,918.45	124,918.45

Total Parts: 124,918.50

Segment R1 Total : 124,918.50

Total Segments: 124,918.45

Sub Total (before taxes) 124,918.45

DESCRIPTION	Part Number	Unit Price	Unit	Qty	PRICE
PLC and HMI Controls Modernization Upgrade (Includes Engine Comms) (FS REMEDIAL)		**$124,918.45**			**$124,918.45**
In House Production (Programming, Engineering, HMI, CAD, Logistics)		$53,896.34		1	$53,896.34
Field Engineer On site (Normal Business Hours)		$3,076.92		4	$12,307.68
Travel and Lodging Expenses		$5,713.69		1	$5,713.69
Parts		**$53,000.74**			**$53,000.74**
Schneider Unity M1E PLC	PLC-171CBU98091	$1,769.23	EA	5	$8,846.15
MODICON 12VDC 16IN/16OUT BASE	PLC-170ADM85010	$643.69	EA	3	$1,931.07
MODICON 2AI 2AO 12DI 8DO 10-45 BASE	PLC-170AMM11030	$2,269.57	EA	2	$4,539.14
BITRONICS PowerPlex II Transducer	XDCR-MTWDN7CDM500XXC	$3,692.31	EA	3	$11,076.93
ELO 17" ISO TOUCHSCREEN	TS-17-24VDC-ISO-VI	$3,123.08	EA	1	$3,123.08
17" TS AND BEZEL (Reg. $2230, Disco	17" TS AND BEZEL	$1,715.38	EA	1	$1,715.38
Dynics Computer w/ Windows 7	MCMU-BTXISOCOMPUTERONLY	$7,892.31	EA	1	$7,892.31
FACTORY TALK SOFTWARE BUNDLE (100)	FACTORY TALK SOFTWARE BUNDLE	$5,998.20	EA	1	$5,998.20
PL1000E Communication Explorer Mod	CAT-256-7512	$1,189.66	EA	2	$2,379.32
MISC HDWR (Ethernet Cards, Brackets, Connectors, Cables, Etc..)	MISC HDWR-	$1,398.60	EA	1	$1,398.60
Stratix 2000 6 Port RJ45 w/ 2 Fiber	1783-US6T2F	$1,025.14	EA	4	$4,100.56

QUOTE TOTAL: **$124,918.45**

- QUOTE EXPIRES IN 30 DAYS
- THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Item replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.

Would you like your parts held? Yes _____ NO _____.

ESTIMATED REPAIR TIME:_____ from start date
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#_____, Authorized Name_____ Please Print.

Date_____/_____/_____. _____
Signature

Any Questions? Please Call Gabriel Fonseca at 361-698-5724.

Caterpillar Switchgear Aftermarket Warranty

ISO warrants its aftermarket services and materials to be free of defects in material and workmanship for a period of (1) one year from the date of sale (material) and ninety (90) days from date of services (labor). This warranty applies to all aftermarket equipment and materials supplied by Caterpillar Switchgear. This warranty expressly excludes all materials and equipment supplied by others, whether new or existing, which are incorporated in Caterpillar Switchgear equipment, whether installed by Caterpillar Switchgear or not.

Caterpillar Switchgear reserves the right of final acceptance of any and all claims for warranty. The Customer is responsible for any and all charges related to a warranty claim should the claim be disallowed. Equipment will, at Caterpillar Switchgear's option, be replaced, or repaired FOB Caterpillar Switchgear's facility, freight prepaid, and in accordance with the following:

Caterpillar Switchgear requires all non-conforming goods be returned at Buyer's expense for evaluation, unless specifically stated otherwise in writing by Caterpillar Switchgear. Unless otherwise agreed in writing, Caterpillar Switchgear assumes no responsibility with respect to the suitability of the Customer's equipment or with respect to any latent defects in the same. This warranty does not cover damage to Customer's equipment, components or parts resulting in whole or in part from their deteriorated condition. This warranty does not cover failure or damage due to misuse, abuse or negligence. This warranty does not cover reimbursement for access, removal, installation, temporary power or any other expense, which may be incurred in connection with repair or replacement. The correction of any defects by repair or replacement by Caterpillar Switchgear shall constitute fulfillment of all obligations and liability of Caterpillar Switchgear to the purchaser under this warranty.

Warranty service is provided at no charge during normal business hours. Warranty service provided outside normal business hours is chargeable at published rates less the cost of normal business hours execution. Standby time is billable at published rates regardless of time of day. Warranty includes parts and labor for Caterpillar Switchgear material and equipment for the stated warranty period. A replacement part is warranted for the remainder of the warranty period and expressly does not extend the warranty period.

Caterpillar Switchgear is not responsible for failure of or damage to its equipment as a result of improper environment, storage, handling, installation, maintenance, operation, repair or adjustment; or as a result of acts of God, such as but not limited to lightning, fire, wind or flood. Further, any damage or subsequent failure as a result of operation of equipment above its rated capacity, or voltage for any reason, intentional or otherwise, is specifically excluded.

No other representations, guarantees or warranties, whether expressed or implied, are made by the seller and the foregoing Warranty is in Lieu of all other representations and warranties, whether expressed or implied, which are hereby expressly disclaimed and waived by Buyer, including any warranty of merchantability or of fitness for particular purpose.

Equipment / Component / Services Covered (specific) _____

_____

_____

Equipment Serial Number _____ Sales Order _____

Service Date (if applicable) _____

Intelligent Switchgear Organization LLC
A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

RE: HIDALGO COUNTY SHERIFF'S DEPT. GENERATOR SYSTEM

From : Joe Washington <Joe.Washington@holtcat.com> Thu, Sep 01, 2016 09:36 AM
Subject : RE: HIDALGO COUNTY SHERIFF'S DEPT. GENERATOR SYSTEM 2 attachments
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>
Cc : Gabriel Fonseca <Gabriel.Fonseca@holtcat.com>, Juan Tapia <juan.tapia@hidalgoso.org>

Rudy,

Yes it is a Caterpillar system, the original switch parts are no longer available from Caterpillar.

Only the upgraded parts are now available.

If you do nothing in at all, then the switch may fail when needed.

Thanks
Joe

My goal is to provide legendary customer service.
Did I earn a 10 today? Please share your feedback.

Joe Washington
EPG & Marine Product Support
1319 S.P.I.D.
Corpus Christi, Texas, 78416
Office# 361-698-5745
Cell# 361-946-2934
E-Mail: joe.washington@holtcat.com

HOLT POWER SYSTEMS CAT

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Wednesday, August 31, 2016 3:20 PM
To: Joe Washington
Cc: Gabriel Fonseca; Juan Tapia
Subject: Re: HIDALGO COUNTY SHERIFF'S DEPT. GENERATOR SYSTEM

Joe,

Thanks for the information, however I would also like to confirm if the existing backup generator system is indeed a CAT System? Would this proposed upgrade address all the component failures that were discovered during your site visit on May 27, 2016? Can we merely replace only the components that you mention including the transfer switch without upgrading the entire system? If not, why not? What are the risks / consequences in not doing anything at all?

Thank You,

Rudy Salinas, Procurement Manager
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

From: "Joe Washington" <Joe.Washington@holtcat.com>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Gabriel Fonseca" <Gabriel.Fonseca@holtcat.com>
Sent: Wednesday, August 31, 2016 2:04:26 PM
Subject: HIDALGO COUNTY SHERIFF'S DEPT.

Rudy,

Here is the techs report, please contact me on any questions.

Thanks
Joe

My goal is to provide legendary customer service.
Did I earn a 10 today? Please share your feedback.

Joe Washington
EPG & Marine Product Support
1319 S.P.I.D.
Corpus Christi, Texas, 78416
Office# 361-698-5745
Cell# 361-946-2934
E-Mail: joe.washington@holtcat.com

REPAIR PROCESS COMMENTS:
5/27/16

CHECKED WITH CUSTOMER AND FOUND THAT THE ISO SWITCHGEAR TOUCH SCREEN PANEL WAS NOT WORKING CUSTOMER ALSO STATED THAT THERE WAS FLASH MARKS INSIDE THE CABINET BEHIND THE TSP 201 MODULE. THEY REMOVED THE MODULE THEMSELVES AND FOUND THAT IT WAS BURNED UP, THE POWER INVERTER ALSO WAS NOT WORKING. I CALLED AND TALKED TO A SERVICE TECH. AT ISO AND TOLD HIM ABOUT THE POWER MODULE AND THE INVERTER, HE THEN HAD ME CONNECT THE TOUCH SCREEN MONITOR TO MY LAP TOP TO SEE IF IT WAS FUNCTIONAL. THE TOUCH SCREEN DID POWERED UP AND HAD A DISPLAY ON IT, THE DISPLAY MAYBE OK BUT WILL BE INCLUDED IN THE QUOTE FROM CAT ISO WITH THE THE INVERTER AND THE TSP 201 MODULE.

This is the Tech's Report from 5/27/16. This clearly points out the components within the system that need to be replaced.

---

image004.jpg
3 KB

image002.jpg
3 KB

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:
2016-107805

Date Filed:
09/02/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Holt Texas, LTD.
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 Sheriff's 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.
304769
CAT Power Generator Backup System Equipment, Software, Service & Installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
WASHINGTON, Joe	Corpus Christi, TX United States		X
RICHTER, Corinna Holt	San Antonio, TX United States	X	
HOLT, Peter J	San Antonio, TX United States	X	
HOLT , Julianna	San Antonio, TX United States	X	
HOLT, Peter M	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

LUCY M. TITZMAN
NOTARY PUBLIC-STATE OF TEXAS
COMM EXP. 07-02-2017
NOTARY ID 4097765

Paul C. Hensley
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul C Hensley, this the 2 day of September, 20 16, to certify which, witness my hand and seal of office.

Lucy M. Titzman — LUCY M TITZMAN — Notary Public
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:
2016-107805

Date Filed:
09/02/2016

Date Acknowledged:
09/06/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Holt Texas, LTD.
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 Sheriff's 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.

304769
CAT Power Generator Backup System Equipment, Software, Service & Installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WASHINGTON, Joe	Corpus Christi, TX United States		X
RICHTER, Corinna Holt	San Antonio, TX United States	X	
HOLT, Peter J.	San Antonio, TX United States	X	
HOLT, Julianna	San Antonio, TX United States	X	
HOLT, Peter M.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

RECEIVED
MAR 04 2016
By

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2016

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 Wortham San Antonio, Inc. 131 Interpark Blvd. San Antonio, TX 78216	CONTACT NAME: Cathy Jarred	
	PHONE (A/C, No, Ext): 210-249-2379	FAX (A/C, No):
	E-MAIL ADDRESS: cathy.jarred@worthaminsurance.com	
www.worthaminsurance.com	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Holt Texas Ltd. dba Holt CAT 3302 South W.W. White Road San Antonio TX 78222	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER B : Commerce and Industry Insurance Company	19410
	INSURER C : The Insurance Company of the State of Pennsylvania	19429
	INSURER D : Chubb Custom Insurance Company	38989
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 28749808 **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:	✓	✓	GL5180137	3/1/2016	3/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ✓ GKLL	✓	✓	CA2961564	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) GKLL-All Locations	$ 4,000,000 $ $ $ $ $1,000,000
B	✓ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000	✓	✓	19086839	3/1/2016	3/1/2017	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	WC080756327	3/1/2016	3/1/2017	✓ 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	Contractors Pollution Liability Occurrence	✓	✓	37310530	4/1/2015	3/1/2018	$10,000,000 Each Pollution Incident $10,000,000 Aggregate Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John L. Wortham & Son, L.P.

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Zimbra **rudy.salinas1@co.hidalgo.tx.us**

Re: HC County Jail Power Generator System Repairs - Upgrade

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Sep 16, 2016 09:49 AM

Subject : Re: HC County Jail Power Generator System Repairs - Upgrade

To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Erin Thorn <erin.thorn@da.co.hidalgo.tx.us>, gabriel castaneda <gabriel.castaneda@hidalgoso.org>, Roy Quintanilha <roy.quintanilha@hidalgoso.org>

Mr. Salinas,

I have reviewed the information you previously provided regarding the procurement of a "system repair/upgrade" for the County Jail Generator. After reviewing the background related to the current attempts at repair, it appears that the need to repair/replace the control panel for the generator is similar to what happened back in 2011, with the exception being that Holt CAT has advised they will no longer be able to just replace the parts, thus requiring the system upgrade (in addition to the replacement of the panel). I agree that the sole source declaration is appropriate as the vendor has advised you that this is the only avenue available to make the necessary repairs to the existing jail generator. However, the 2011 sole source declaration and affidavit provided by Holt CAT was limited to just two of the replacement parts that appear to also be part of the current requisition. For that reason, I recommend resubmitting the current requisition for consideration.

As a matter of reference, the County Commissioners Court/Sheriff has a statutory obligation to provide a safe and suitable jail. See LGC 351.001. It is my understanding that the failure of the generator would cause serious impairment to the operation of the facility. Due to the nature of the request and the need to have this matter procured and resolved as expeditiously as possible, it should be noted that there are other discretionary exemptions listed under LGC 262.024 that could be applicable as well given the safety and security concerns that need to be addressed.

Should you have any questions or need any additional information, please do not hesitate to contact me.

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 Thu, Sep 15, 2016 at 12:01 PM, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> wrote:

> Josephine,
>
> I just discovered a possible solution through a Sole Source Declaration approved in December 29, 2011 through AI-30253 (see attached). However, would this approved declaration apply to just the purchase made in 2011 through requisition 207241 as referenced on agenda item or do you agree that it applies to Holt-CAT in general making it applicable to the purchase made then and to all future purchases?
>
> What would you suggest?
>
> Respectfully,
>
> **Rudy Salinas**
> Procurement Manager
> Phone: 292-7000 Ext: 4875
>
> ---
>
> **From:** "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
> **To:** "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>

Cc: "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, September 13, 2016 6:29:10 PM
Subject: HC County Jail Power Generator System Repairs - Upgrade

Josephine,

Mr. Guerra asked me to provide you the attached documents for an agenda item the we took no action at today's CC meeting [AI-56206]. This was to approve a discretionary exemption for the Sheriff's Department (County Jail) to purchase a repair / upgrade for their existing Caterpillar - Backup Power Generator System.

Originally, the department received a quote from the vendor referencing a Cooperative Contract - BuyBoard, but after extensive research I discovered that the items could not be verified on this contract. Immediately thereafter, I sought to secure another procurement method and after further investigation with the vendor rep, I came to the conclusion that this was actually a repair as confirmed by the technician's report only quoted as an upgrade. Since the repair parts are no longer available from CAT, they have to introduce parts from their affiliated company, Caterpillar Switchgear (see attached revised quote) and therefore requiring the system's software to be upgraded in order for the system to recognize and communicate with these new components [transfer switch components].

I had intended to convince the auditors that even though this repair had been quoted as an upgrade...the intent was clearly to provide a repair and therefore they should reclassify the object code from a capital expenditure (751) to a repair (430) allowing for the approval of a discretionary exemption (as allowed by statue outlined in the agenda caption). I decided to take no action once the auditors disagreed with my rational and held fast to classifying this as merely an upgrade.

We would like for you to review the information and determine if this can still be pursued as an exemption or we have the groundwork to pursue a sole source declaration.

Respectfully,

Rudy Salinas
Procurement Manager
Phone: 292-7000 Ext: 4875

AI-30253 **24. E. 1.**

CC REGULAR

Meeting Date: 12/29/2011

Submitted For: Martha L. Salazar **Submitted By:** Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a) (7), and item that can only be obtained from one source, and (A) "Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies";

b. Requesting approval of a "Sole Source Declaration" for "Holt Texas, LTD, dba, Holt Cat" with authority to purchase in connection with maintaining the CAT-ISO Package Software and/or components for the Sheriff Department's screen and software/hardware for CAT engines and CAT generators through requisition #207241.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Amount available for requisition# 207241 as of 12-21-11 $9,286.50 for Holt Texas LTD.

Attachments

Holt - Requisition
262..Local Government Code
MEMO
BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/20/2011 05:28 PM
Budget & Management	Merlen P. Munoz	12/21/2011 08:42 AM
Auditor's Office	agarcia	12/22/2011 04:42 PM
Form Started By: Matilde Faz		Started On: 12/19/2011 02:53 PM

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 Paul C. Hensley 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 Paul C. Hensley. 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: Holt Texas, LTD.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):

   Caterpillar part numbers TS-17-24VDC-ISO-VI and TS-166248DT8
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.

Holt Texas, LTD.

Signature Paul C. Hensley

Paul C. Hensley
VP-CFO

SWORN AND SUBSCRIBED TO under oath before me on 20th day of December xxxxx 2011

TAMMI M. MOODY
MY COMMISSION EXPIRES
July 27, 2015

Tammi Moody
NOTARY PUBLIC

Tammi Moody
PRINTED NAME

07/27/2015
MY COMMISSION EXPIRES

COMPANY NAME: Holt Texas, LTD.

ADDRESS, CITY, STATE & ZIP CODE: 3302 South W. W. White Rd., San Antonio, TX 78240

PHONE: 210-648-1111 NUMBER:

CONTACT NAME AND TITLE: Paul C. Hensley, VP-CFO

WEB ADDRESS: www.holtcat.com EMAIL: angela.graf@holtcat.com

FEDERAL TAX ID NUMBER: 74-1389993 TEXAS SALES TAX NUMBER: 32036299769

Final Approval Date: 12/22/2011

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: December 27, 2011

RE: "Sole Source Declaration" – Holt Texas, LTD, dba Holt Cat

---

The Hidalgo County Sheriff's Office / Adult Detention Department possesses and utilizes the current CAT-ISO Package Software and/or components in order to maintain the Sheriff's Department screen for CAT engines and CAT generators.

The original hardware / software was acquired by Holt Texas, LTD dba Holt Cat. Maintenance for the generators has continued under Holt Texas, LTD dba Holt Cat as they have proprietary ownership of the software used by Hidalgo County Sheriff's Office and Adult Detention Department;

Therefore, the Hidalgo County Sheriff's Office and Adult Detention requires the continued Maintenance and Support with Holt Texas, LTD dba Holt Cat.

AI-56233 **Purchasing Department** **15. F. 1.**

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of responsible vendor submitting the bid, meeting all specifications and / or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract with Protection One Alarm Monitoring, Inc. for Request for Bid titled: Hidalgo County - "Fire Extinguishers Equipment & Maintenance Services" through project No.: 2016-232-08-24-FAZ.

BACKGROUND

1. 11 packets sent out.
2. 2 bids received, ARB Fire Protection did not meet the requirements due to mileage radius.
3. Current contract expires on November 24, 2016
4. New contract will commence on November 25, 2016
5. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

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

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

6-1292-441-00-350-001-6-430
6-1100-423-79-330-001-0-430
6-1100-441-00-340-003-0-430
6-1100-419-40-220-050-0-430/610
6-1200-431-00-121-005-0-430
6-1200-431-00-123-005-0-430
6-1100-421-00-291-001-0-430/610
6-1100-421-00-293-001-0-430
6-1100-421-00-294-001-0-610

Attachments

Recommendation of Award Memo
Participating Log
Tabulation Sheet
1295 Acknowledged & Notarized
Legal Approval
contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2016 02:11 PM
Final Approval	Monica Badillo	09/16/2016 05:31 PM
Form Started By: Matilde Faz		Started On: 09/07/2016 09:24 AM
Final Approval Date: 09/16/2016		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: August 26, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2016-232-08-24-FAZ
"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"

We have received two (2) responses in reference with the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response no later than **September 2, 2016 @ 4:00 p.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **matilde.faz@co.hidalgo.tx.us**

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 6.1292.441.00.350.001.6..430

Recommendation (Indicate vendor(s) and reason):

Award bid to bidder that meets requirements. Protection One.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

Clarissa Ramirez	Clarissa Ramirez	WIC	8/26/16
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
AUG 30 2016
By

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: August 26, 2016

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 1100-423-79-330-0001-0-430

Recommendation (Indicate vendor(s) and reason):

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Israel "Bobby" Salinas	Purchasing Dept	8-29-16

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: August 26, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2016-232-08-24-FAZ
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☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 6-1100-4400-340-003-0-430

Recommendation (Indicate vendor(s) and reason):

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Eduardo Olivarez	Health Dpt	8/30/16

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: August 26, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2016-232-08-24-FAZ
"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"

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We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response no later than **September 2, 2016 @ 4:00 p.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **matilde.faz@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 6-1100-419-40-220-050-0-430 6-1100-419-40-220-050-0-610

Recommendation (Indicate vendor(s) and reason):

Please Proceed with this bid award to the Protector One due to ABS Fire Protection does not meet specifications requirement.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	David Flores	220	9/2/16

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: August 26, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2016-232-08-24-FAZ
"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 6-1200-431-00-123-005-0-430
including 1100 fund

Recommendation (Indicate vendor(s) and reason):

Vendor meeting requirements - Protection One

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Joe M. Flores	Joe M. Flores	Pct #3	9-2-14

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: August 26, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2016-232-08-24-FAZ
"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"

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☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 6-1100-421-00-294-001-0-610

Recommendation (Indicate vendor(s) and reason):

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Horaldo Sanchez	Constable Pct. 4	9/2/16

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: August 26, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2016-232-08-24-FAZ
"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 1100-421-00-391-001-0-430/610

Recommendation (Indicate vendor(s) and reason):

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joe F. Espinosa	Hidalgo Constables Pct 1	09-06-16

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: August 26, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2016-232-08-24-FAZ
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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 6-1100-421-00-293-001-0-430

Recommendation (Indicate vendor(s) and reason):

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

	Raquel V. Ramos	Const. Pct. 3	9/6/16
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: August 26, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2016-232-08-24-FAZ
"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 6-1200-431-00-121-0050-430

Recommendation (Indicate vendor(s) and reason):

Protection One

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

	Raul Lozano	Pct-1	8/30/16
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

DEPARTMENT/BID DESCRIPTION-*"HIDALGO COUNTY-FIRE EXTINGUISHER EQUIPMENT & MAINTENANCE SERVICE"*

BID OPENING DATE: AUGUST 24, 2016 | **BID OPENING TIME: 9:30 A.M**

BID NO: 2016-232-08-24-FAZ | **BUYER: Matilde "Maty" Faz**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING EMAILS OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE, FAX NO.s & EMAIL ADDRESS
1) Corky's Fire Ext. Sales & Services Attn: Sandra Hammer	Email	Maty Faz	8/8/16	1715 Dawson P.O. Box 6055 McAllen, Texas 78502 956-380-1938 Corkysfireext@yahoo.com
2) First Line Fire Protection Attn: Carlos Sanchez/Anna Sanchez	Email	Maty Faz	8/8/16	3800 N. Raul Longoria Road San Juan, Texas 78589 (956) 782-0022 (956) 581-0196 cell (956) .207.2625 annaflfp@yahoo.com
3) Argus Security Systems, Inc. Attn: T Bowen	Email	Maty Faz	8/8/16	314 Ash Ave. McAllen, Texas 78501 956-682-6344 tbowen@asgsecurity.com msalinas@asgsecurity.com
4) SimplexGrinnell LP Attn: Burt VanBuren	Email	Maty Faz	8/8/16	1200 E. Hackberry Ave. Ste A McAllen, Texas 78501 956-618-5284 956-242-5985 cell bvanburen@simplexgrinnell.com
5) ARB Fire Protection Attn: Annette Bogle	Email	Maty Faz	8/8/16	P.O. BOX 628 Farmersville, Tx 75442 214-364-0704 (office) 972-989-9577 (cell) 972-782-7442 (fax) Annette2ya@wmconnect.com rtbogle1@wmconnect.com
6) Prime Vendor Inc. Katie Collier	Email	Maty Faz	8/8/16	4622 Cedar Avenue, Suite #123 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids3@prime-vendor.com
7) City Wide Fire Protection Michelle Ramirez Director of Service Operations	Email	Maty Faz	8/8/16	Direct Line: 210/857-0070 sales@citywidefireprotection.com www.citywidefireprotection.com
8) Drew L. Smith Systems Engineer Safety Control	Email	Maty Faz	8/8/16	P.O. Box 271 Mt. Pleasant, TX. 75456 1-800-693-7716 Cell 903-445-7071 Fax 903-717-8945 dsmith@safetycontrolusa.com
9) Virtual Builders Exchange Karen Sesters	EMR	Maty Faz	8/8/16	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 Ph: 210-564-6900, Ext. 126 Fax: 210-564-6902 karen@virtualbx.com
10)ONVIA Jacqueline Sessa	EMR	Maty Faz	8/11/16	Agency Relationship Specialist 509 Olive Way Seattle, WA 98101 P 206.373.9250 F 206.373.8967 www.onvia.com jsessa@onvia.com
11) Affordable Fire Safety Scott Gonzalez	EMR	Maty Faz	8/23/16	(c)281-840-1128 (o)281-979-9375 AffordableFireSafety.com Scott@AffordableFireSafety.com

***VIA:**
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
IN PERSON (IP)
FACSIMILE (FAX)

TABULATION SHEET

HIDALGO COUNTY
"FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"
RFB: 2016-232-08-24-FAZ

DESCRIPTION	PROTECTION ONE McAllen, TX
INSPECTIONS (ANNUAL)	**5.00**
2.5 LB Dry Chemical	**6.50**
5 LB Dry Chemical	**10.25**
10 LB Dry Chemical	**15.50**
20 LB Dry Chemical	**17.50**
5 LB Carbon Dioxide (CO2)	**8.75**
10 LB Carbon Dioxide (CO2)	**11.25**
HYDRO-TEST (DC 20# & Under/Plus Recharge)	**15.00**
CARBON DIOXIDE (CO2 Under/Plus Recharge)	**30.00**
WATER EXTINGUISHER & HYDRO	**15.00**
2.5 LB Dry Chemical	**36.00**
5 LB Dry Chemical	**49.50**
10 LB Dry Chemical	**79.50**
20 LB Dry Chemical	**162.50**
ESR2 AC RED EXIT SIGN	**10.00**
BT655 120V, 20W, Intermediate Screw Bulb	**3.50**
BT6 145V, 15W, Candelabra Screw	**2.00**
B7C7 120V, 7W, Candelabra Screw	**2.00**
BPL7 120V, 7W, Compact Fluorescent	**7.00**
B914 4V, 9W, Miniature Wedge	**5.00**
TOTAL BID (For all above items)	**491.75**

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:
2016-103431

Date Filed:
08/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Protection One Alarm Monitoring, Inc.
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 (All Funding Sources, Programs, & Entities)

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.
RFB 2016-232-08-24-FAZ
Fire Extinguisher Equipment & Maintenance Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Protection One Alarm Monitoring, Inc.	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NORA IDALIA CORONA
MY COMMISSION EXPIRES
September 15, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Toby Bowen, this the 24th day of August, 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
	Nora Corona	Branch Administrator

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:
2016-103431

Date Filed:
08/23/2016

Date Acknowledged:
09/06/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Protection One Alarm Monitoring, Inc.
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 (All Funding Sources, Programs, & Entities)

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.

RFB 2016-232-08-24-FAZ
Fire Extinguisher Equipment & Maintenance Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Protection One Alarm Monitoring, Inc.	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

FW: Review & Approve as to form-C-16-232-09-13-Protection One Alarm Monitoring Inc-Hid Co

From : Steve Crain <scrain@atlashall.com> Fri, Sep 09, 2016 04:40 PM

Subject : FW: Review & Approve as to form-C-16-232-09-13-Protection One Alarm Monitoring Inc-Hid Co 1 attachment

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, September 09, 2016 7:33 AM
To: 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>
Subject: RE: Review & Approve as to form-C-16-232-09-13-Protection One Alarm Monitoring Inc-Hid Co

The contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, September 08, 2016 4:54 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Matilde Faz <matilde.faz@co.hidalgo.tx.us>
Subject: Re: Review & Approve as to form-C-16-232-09-13-Protection One Alarm Monitoring Inc-Hid Co

Here's attachment. Sorry about that...
Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, September 8, 2016 4:52:17 PM
Subject: RE: Review & Approve as to form-C-16-232-09-13-Protection One Alarm Monitoring Inc-Hid Co

There is nothing attached.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, September 08, 2016 4:32 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Matilde Faz <matilde.faz@co.hidalgo.tx.us>; Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>
Subject: Review & Approve as to form-C-16-232-09-13-Protection One Alarm Monitoring Inc-Hid Co

Good afternoon, Mr. Crain-
Please review and approve as to form contract # **C-16-232-09-13** with **Protection One Alarm Monitoring Inc.** (attached hereto) for the purposes of: **"Fire Extinguishers/Equipment and Maintenance Service"** for **Hidalgo County.**

***Note: will be placed on next weeks CC agenda for final approval.**

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-232-09-20

THIS CONTRACT is made and entered into this **20th** day of **September, 2016** by and between the **County of Hidalgo, Texas** ("County") and **Protection One Alarm Monitoring, Inc.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for: **"Fire Extinguishers/Equipment and Maintenance Service" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on **November 25, 2016** and expiring on **November 24, 2019** and may be extended at the sole discretion of the County for an additional one (1) year period under the same rates, terms and conditions. County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: Protection One Alarm Monitoring, Inc.
Attn: Toby Bowen, General Manager
314 Ash Avenue
McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _day of _____, 2016.

Approved by Commissioner's Court: _____, 2016.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

COMPANY:
PROTECTION ONE ALARM MONITORING, INC.

By:_____

Printed Name: TOBY BOWEN

Title: GENERAL MANAGER

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "B"

VENDOR'S BID PRICE

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

August 8, 2016

Re: **HIDALGO COUNTY**
Request for Bids - **"FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE"**
RFB No: 2016-232-08-24-FAZ

Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

REQUEST FOR BID (RFB)
TABLE OF CONTENTS
HIDALGO COUNTY
Bid No: 2016-232-08-24-FAZ

1. **Request for Bid Letter, consisting of 1 page.**

2. **Table of contents, consisting of 1 page.**

3. **Request for Bid, Legal Notice, consisting of 8 pages.**

4. **Exhibit "A" Specifications consisting of 10 pages.**

5. **Exhibit "B" Bid Page consisting of 2 pages.**

6. **Exhibit "C" Insurance Requirements consisting of 4 pages.**

7. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.**

8. **Vendor/Bidder Application, consisting of 2 pages.**

9. **W-9 form, consisting of 4 pages.**

10. **Certifications Regarding Debarment consist of 1 page.**

11. **Draft Service Contract, consisting of 9 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

August 8, 2016
Date

Bid No: 2016-232-08-24-FAZ	Buyer: Matilde "Maty" Faz	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE"

BID OPENING DATE:

AUGUST 24, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-232-08-24-FAZ - HIDALGO COUNTY (All Funding Sources, Programs & Entities)-" FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE"** in County's Purchasing Department with a physical address: 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 24, 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 (All Funding Sources, Programs & Entities) RFB: 2016-232-08-24-FAZ FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of 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 and Contract Number (if any)
d) Notation **"HIDALGO COUNTY (All Funding Sources, Programs & Entities) RFB: 2016-232-08-24-FAZ "FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE"** 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, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**AUGUST 24, 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.
  Register at SAMs System for Award Management @ www.sam.gov.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any

elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE: ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**
As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-232), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

    Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE"
BID NO. 2016-232-08-24-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 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: _____

SPECIFICATIONS:

Hidalgo County is seeking to contract with a qualified bidder to conduct all Fire Extinguisher Services on an **"as needed basis"** for Hidalgo County. The following are specifications, services, requirements, terms and conditions which include, but are not limited to:

SCOPE OF WORK:

1. Vendor must inspect each and every County department/location listed for additions and/or deletions.

2. Vendor must furnish labor, equipment, material and transportation to perform annual inspections, test recharge and service the fire extinguishers on an annual basis as needed for Hidalgo County.

3. Vendor shall check entire building to ensure adequate numbers of fire extinguishers are properly installed to meet all fire codes and standards.

4. Vendor shall perform the required 12 year or 5 year hydrostatic testing on all portable fire extinguishers when due. Vendor shall also ensure that extinguishers are emptied and subject to the applicable maintenance procedures. When recharging or hydrostatic testing is performed, the time requirement begins from that date. Trained persons with suitable testing equipment and facilities shall perform all hydrostatic testing. (See following table)

Hydrostatic Test Interval for Extinguishers	
Extinguisher Type	Test Interval (years)
Stored Pressure Water, Loaded Stream and/or Antifreeze	5
Wetting Agent	5
AFFF (Aqueous Film Forming Foam)	5
FFFP (Film Forming Fluoroprotein Foam)	5
Dry Chemical with Stainless Steel Shells	5
Carbon Dioxide	5
Dry Chemical, Stored Pressure, with Mild Steel Shells, Brazed Brass Shells, or Aluminum Shells	12
Dry Chemical, Cartridge or Cylinder Operated, with Mild Steel Shells.	12
Halogenated Agents	12
Dry Powder, Stored Pressure, Cartridge-or Cylinder-Operated, with Mild Steel Shells	12

5. Vendor shall ensure that alternate equivalent protection is provided when portable fire extinguishers are removed from service for maintenance and recharging.

6. Vendor shall perform a visual inspection of **Portable Dry Chemical (ABC) Extinguishers** for physical damage, charge and maintenance intervals. Portables that meet maintenance intervals shall be checked to ensure pull pins and temper seals are in place. Handles on extinguisher shall be checked to ensure they are not bent or coming loose. Gauges shall be checked to verify operational status. Charge on cylinder should result in gauge indication in the full charged (green) range. All portable extinguishers shall have proper hose fitted and contain proper amount/type fire extinguisher agent. The portable fire extinguishers are to be properly mounted located and identified in such a manner that they are readily accessible, fully charged, in operable condition, in their designated place

and installed. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

7. Vendor shall perform a visual inspection of **Carbon Dioxide (CO2) Extinguishers** for physical damage, charge and maintenance intervals. CO2 extinguishers that meet maintenance interval shall be checked to ensure pull pins and tamper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Cylinders should be weighted to detect loss of liquid by leakage, tampering or use. All CO2 extinguishers shall have proper hose and horn fitted and shall contain proper weight of carbon dioxide fire extinguisher agent. Hoses and horns shall be in good condition have no visible cracks in the rubber. The CO2 fire extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible fully charged, in operable condition. All inspections and service shall be in accordance with NFPA12, Standard for CO2 Fire Extinguishers.

8. Vendor shall perform a visual inspection of **Portable Water Extinguishers** for physical damage, proper amount of liquid agent and maintenance intervals. Portable Water Extinguishers that meet maintenance intervals shall be checked to ensure pull pins and tamper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Gauges shall be checked to verify operational status. Liquid agent in cylinder should result in gauge indication in the full (green) range. All portable water extinguishers shall have proper hose fitted and contain proper amount/type fire extinguishers agent. Hoses shall be in good condition and have no visible cracks in the rubber. The portable water extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible, filled with proper amount of liquid agent, in operable condition. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Extinguishers.

REQUIREMENTS:

1. Bidder(s) must be State licensed during complete term of contract.
2. Vendor must provide site schedule addressed to Hidalgo County Facilities Management.
3. Vendor shall comply with services in a reasonable time period (no more than 5 days from the time of request)
4. Due to time restrictions vendor must be located approximately within a 250 miles radius area.

TERMS & CONDITIONS:

1. The term of the contract is three (3) years initial period with County's option to extend for one (1) additional year term under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.

4 Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5 Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

6 Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".

7. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

8. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

9. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

10. Hidalgo County reserves the right to award to one or MULTIPLE bidders if the County determines it is in its best interest to do so.

11. Any contract awarded to a successful bidder will be in effect until:
    (a) The contract expires
    (b) Delivery acceptance of products and/or performance of services ordered, or
    (c) Terminated by County with thirty (30) day's written notice prior to cancellation.

12. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

13. All billing must be submitted to the designated department: (See following table)

14. Hidalgo County reserves the right to add or delete sites and/or fire extinguishers /equipment and/or services during the term of the contract under the same rates and conditions.

15. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

16. All costs and expenses associated with the preparation and submission of bids statements of qualifications, quotes & proposals shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

NOTE: The following information is merely for vendor to become familiar with the locations. Approximate amounts of fire extinguishers are subject to change.

HIDALGO COUNTY FACILITIES MANAGEMENT

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
32	Hidalgo County Courthouse Annex III 100 E. Cano Edinburg, Texas 78539	4	Hidalgo County Mission Health Clinic 211South Schubach Mission, Texas 78572
9	Hidalgo County Administration Building 2802 S. Bus. 281 Edinburg, Texas 78539	2	Hidalgo County Elsa Health Clinic 708 E. Edinburg Elsa, Texas 78543
72	Hidalgo County Courthouse/Annex I/Judicial (Modular's) 100 E. Cano Edinburg, Texas 78539	10	Old Juvenile Detention (County Morgue) 3100 S. Hwy 281 (under construction) Edinburg, Texas
3	Hidalgo County Courthouse Annex II 101 S. 10th Edinburg, Texas 78539	15	Facilities Management 3100 S Bus. 281 Edinburg Texas 78539 956-289-7850
	Hidalgo County Election's Office 101 S. 10th Ave Edinburg, Texas 78539	33	Facilities Management -(Vehicles) UNITS: 20, 22, 24, 25, 26, 27, 29,,30,31,32,36,37,38,39,40,41 ,42,43,44,45, 46,47,48,49,50,51,52,53,54,55,56,57,58
13	Hidalgo County Records Mgmt (County Clerks) 317 N. Closner Edinburg, Texas		Hidalgo County Pct 4 JP Homer Jasso PL 2 222 N. 12th Abe. Edinburg, Texas
	Hidalgo County Clerks Warehouse (San Carlos) 107 & 86 th Street Elsa, Texas 78543		Hidalgo County Pct 4 Constable Bldg. 1212 S. 25th Edinburg, Texas 78539
6	Hidalgo County Elections Warehouse 317A N. Closner behind records Office Edinburg, Texas	6	Hidalgo County Pct 4 JP Charlie Espinoza PL 2 222 N. 12th Ave. Edinburg, Texas 78541
13	Hidalgo County McAllen Clinic Sub-Station 300 E. Hackberry (Rear) McAllen, Texas 78501	2	Hidalgo County DPS 410 N. 13th Ave. Edinburg, Texas 78541
7	Hidalgo County Pharr Health Clinic 300 W. Hall Acres Pharr, Texas	6	Hidalgo County Adult Probation 3100 S. Bus. Hwy. 281 Edinburg, Texas 78539
2	Health County Edinburg Health 3105 E. Schunior Edinburg, Texas 78539	6	Adult Probation 3100 S. Bus Hwy 281 Edinburg Texas
2	430TH District Court 111 South 9th Edinburg, Texas 78539	6	Hidalgo County Extension Service 410 N. 13th Edinburg, Texas
4	Hidalgo County Health Clinic Mission Clinic 722 N. Breyfogle Mission, Texas 78572		Hidalgo County Mission Tax Ass. & Auto License 722 N. Breyfogle Mission, Texas
2	Hidalgo County Weslaco Health Clinic 1901 North Bridge Weslaco, Texas 78596		Hidalgo County Planning Department 1304 S. 25th Edinburg, Texas
2	Hidalgo County Health Clinic 702 E. Tejano Hidalgo, Texas 78577	1	Probation Department Van # 761-532
2	Hidalgo County JP Luis Garza Pct 3 PL 1 730 N Breyfogle Suite A Mission, Texas ext 3102 (FM)	3	Hidalgo County Fire Marshal's Office 2814 S Bus. 281 Door 9 Edinburg, Texas
3	Hidalgo County JP Marcos Ochoa Pct. 3 Pl. 2 722 N. Breyfogle Mission, Texas H7-C ext 3203 (FM)	2	Hidalgo County Constable Pct. 2- Martin Cantu 300 W. Hall Acres Rd. Ste. E, Pharr, Texas
4	San Juan WIC Clinic 509 E Earling San Juan, Texas 78579	2	Mission WIC Clinic #2 722 N. Breyfogle Mission Texas
2	Pharr WIC Clinic #2 300 W Hall Acres Rd Ste A		Hidalgo County WIC Clinic-- San Carlos 230 N 86th Street Edinburg, Texas 78539
	Hidalgo County WIC Clinic—Mission #1 211 S Schurbach Mission, Texas 78572	4	Pharr WIC Clinic 1903 N. Knight Pharr, TX 78577

BILLING ADDRESS:
3100 S Bus. 281
Edinburg Texas 78539
(956) 289-7850
POC: Daniel Flores

HIDALGO COUNTY PCT. 1 SITES:
(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
POC: Katia Garcia
(956) 968-8733

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
4	Hidalgo County Precinct No. 1 ADM. Build. 1902 Joe Stephens Ave. Weslaco, Texas 78596	1	Mercedes Collection Center
2	Pct. 1-Shop 1902 Joe Stephens Ave. Weslaco, Texas 78596	1	Donna Collection Center
46	Shop spare 1902 Joe Stephens Ave. Weslaco, Texas 78596	1	Monte Alto Collection Center
1	Sunset Tire Shop Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	Sunrise Pavilion Kitchen Mile 11 N. x Mile 1 ½ W. Mercedes, Texas
1	Drainage Office Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	North East Exit- Mile 11 N. x Mile 1 ½ W. Mercedes, Texas
1	Water & Sign Room Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	South East Exit Mile 11 N. x Mile 1 ½ W. Mercedes, Texas
1	Gas Storage Tank Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	2	Delta Shop 28312 FM 88 Edcouch, Texas
1	Diesel Storage Tank Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	Tool Room 28312 FM 88 Edcouch, Texas
1	Sunset Guard House Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	16	Tool Room Spare 28312 FM 88 Edcouch, Texas
1	Sanitation Storage Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	Delta Tool Booth 28312 FM 88 Edcouch, Texas
1	Sanitation Office Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	2	Road & Bridge Office Mile 11 N. x Mile 1 ½ W. Mercedes, Texas
2	Weslaco Sub-Station Tax Office 1902 Joe Stephens Suite 201 Weslaco, Texas 78596	153	Vehicles/Equipment Units# 1 thru 153
2	Pct. 1 Pl 1.- Justice of the Peace Gilbert Saenz 1902 Joe Stephens Ave., Ste 301 Weslaco, Texas 78596	2	Pct. 1 Pl. 2 -Justice of the Pease Jesus Morales 1902 Joe Stephens Ave., Ste. 302 Weslaco, Texas

HIDALGO COUNTY CONSTABLES PCT. 1
(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
1900 Joe Stephens Ave.
Weslaco, Texas, 78599
POC: Joe F. Espinoza
(956) 447-3775

Est. Qty	*Service Address*
5	Hidalgo County Constable Office Pct. 1

HIDALGO COUNTY PCT. 2 SITES:

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
301 E. State
Pharr, Texas 78577
POC: Erika Zamora
956-787-1891

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
3	Hidalgo County Precinct No. 2 300 W Hall Acres Rd Ste G Pharr, Texas 78577	7	Pct. 2-Palmer Pavilion 301 E. Hackberry McAllen, TX
	Hidalgo County CRC South Tower 1429 S Tower Road Alamo, Texas	6	Pct. 2-Palmer Pavilion (Less Gilmore Kitchen) 301 E. Hackberry McAllen, TX
	Hidalgo County El Gato Collections Tower & Hall Acres Alamo, Texas	2	Pct. 2-Las Milpas Pool 6 ½ Mile South Jackson Rd & Anaya Las Milpas, TX
	Hidalgo County Lopez Park Minnesota & Rodriguez Pharr, Texas 78577 H-13-B	3	Pct. 2-County Wide Shop (shop & pole) 101 N. Cypress Pharr, TX
	Hidalgo County Parks & Rec & R & B 300 W Hall Acres Rd Ste G Pharr, Texas	4	Pct. 2-County Wide Shop (equipment & vehicles 39,49,59, 1988 western star) 101 N. Cypress Pharr, TX
	Hidalgo County Sanitation & Landfill 300 W Hall Acres Rd Ste G Pharr, Texas	7	Pct 2- CRC San Juan 509 E. Earling Street, San Juan, TX
104	Vehicle /Equipment- Pct. 2 ---units 1-104	9	Pct. 2 –Shop 300 W Hall Acres Rd Ste G Pharr, Texas

HIDALGO COUNTY PCT. 3 SITES:

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS
724 N. Breyfogle
Mission, Texas 78574
POC: Norma Ceballos
(956) 585-4509

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
	Hidalgo County Pct. 3 Adm. Office 2401 N. Moorefield Rd. Mission, Texas 78572	11	Pct. 3- Peñitas Landfill 7 Miles West of Mission on Military Rd. Peñitas, Texas
51	Hidalgo County Precinct No. 3-(Office) Land field 724 N. Breyfogle Mission, Texas		Hidalgo County Pct 3 Landfill Sub Station 681 & Los Ebanos Alton, Texas 78573
	Pct 3 Meeting Hall / Pavilion 734 N. Breyfogle Rd Mission, Texas		Hidalgo County Pct 3 Motor pool 8310 FM 107/Iowa Mission, Texas 78574
	Pct 3 Drainage Equipment 2800 W Mile 7 Rd Mission, Texas	18	Pct.3-Anzalduas Park 724 N. Breyfogle Mission, Texas
9	La Mansion (VACANT) Pct 3 2401 N Moorefield – (4) Mission, Texas.		

HIDALGO COUNTY CONSTABLES PCT. 3

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
730 N. Breyfogle St. B
Mission, Texas
POC: Raquel Ramos
(956) 581-6800

Est. Qty	*Service Address*
5	Hidalgo County Constable Pct. 3 - Larry Gallardo (Office) 730 N. Breyfogle St. B Mission, Texas Ext 3305
24	Vehicles – Unit #'s 301, 302, 303, 304, 305, 307, 308, 309, 310, 311, 312, 313, 314, 317, 320, 321, 322, 323, 324, 327, 328, 330, 331 & 332.

HIDALGO COUNTY PCT. 4 SITES:

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
1102 N. Doolittle Road
Edinburg, Texas 78541
POC: Veronica Lopez
956-383-3112

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
72	Hidalgo County Precinct No. 4 (Office) 1051 N. Doolittle Edinburg, Texas 78542	5	Pct. 4- Landfill 1051 N. Doolittle Edinburg, Texas 78542

HIDALGO COUNTY CONSTABLES PCT. 4

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
2814 S Business Hwy
281 Edinburg, Texas
(956) 383-8560
POC: Nayla Muñoz

Est. Qty	*Service Address*
22	Vehicles —units # 402, 406, 407, 408, 409, 410, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 427 & 428

HIDALGO COUNTY—WIC PROGRAM

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
3105 W. University Drive
Edinburg, Texas 78539
POC: Margarita Gonzalez
(956) 381-4646

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
4	WIC Administration Office 3105 W. University Drive Edinburg, Texas 78539	2	McAllen WIC Clinic #2 220 S Bicentennial Ste D McAllen Texas
4	WIC Cargo Vans—Plates # 1097167, 1097163 , 1061949, 1061948	6	Edinburg WIC Clinic #2 113 Dawson Edinburg, Texas 78539
2	Donna WIC Clinic 301 S. 8th Donna, Texas 78537	2	Hidalgo County WIC Annex Building 3109 W. University Edinburg, Texas 78539
2	Mercedes WIC Clinic 540 S. Texas Mercedes, Texas 78570	4	Pharr WIC Clinics 1903 N. Fir Pharr, Texas 78577
3	Roma WIC Clinic 2891 E. Grant, Roma, TX 78584	2	Rio Grande City WIC Clinic 5405 Brand St Ste 5 Rio Grande City, TX 78582
2	Progreso WIC Clinic (Modular Bldg) 510 N. FM 1015		Hidalgo County WIC Clinic--Wesalco#2 417 S Oregon Ave. Weslaco, Texas 78596
2	Alton WIC Clinic 3509 E. Main Street suite 104 Alton Texas 78573		Hidalgo County WIC Clinic—McAllen #3 3001 N. 23rd Street Suite 8 McAllen, Texas 78502
4	Alamo WIC Clinic 313 E. Bus. 83 # 113		Hidalgo County WIC Clinic—Alton, #2 3503 W. 5 Mile Rd. Suite 5, 6 &7Mission, Texas 78574
3	Sullivan WIC Clinic Highway 83 Sullivan, Texas 78596		

HIDALGO COUNTY—SHERIFF'S OFFICE

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
711 El Cibolo Rd.
Edinburg, Texas 78540
POC: Juan Tapia
(956) 383-8114

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
3	Alpha/Prop	7	Kitchen/Staff Dining
4	Bravo/Visit	6	Maintenance/ Laundry/Quart.
5	Charlie/Visit	1	Mailroom
12	Delta/Delta Top	1	Commissary
4	Echo	7	Storage Closets/Paint Room
6	Fox	15	Bravo Storage
6	Gulf	1	Records
1	Hotel	1	Sgt. Office 7177
5	Infirmary Section	4	Arraign, Squad, Sert
2	X-Ray Room	1	Library
4	Booking Section	9	Administration / PI
2	Releasing / Bondsmen	3	Warehouse
6	Sally Port	25	Motor Pool
1	Lt. Office	10	Academy

2	Central Control	3	Shooting Range	
2	Property	4	Substation	
3	Classification/Medical	61	Detention Center	

HIDALGO COUNTY—ADULT PROBATION

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
3100 S. Bus. Hwy. 281
Edinburg, Texas 78539
POC: Rosario Castilleja
(956) 587-6000

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
11	Hidalgo County Substance Abuse Treatment Facility 1000 M. Rd. - P.O. Box 1109 Edinburg, Texas 78539	5	(Vehicles)--- Vans 206-218 ,102-5247, 102-5248 892-797
			610-596, 772-423, 866-571

HIDALGO COUNTY BUDGET & MANAGEMENT-SAFETY DIVISION

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
Hidalgo County Safety Division
9805 N. 10th
McAllen, Texas 78504
POC: Rosie Luna

Est. Qty	*Service Address*
9	Vehicles----Units: 1,2,3,5,6,7, 8 & 9

HIDALGO COUNTY HITDA TASK FORCE

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
PO Box 5719
McAllen, Texas 78502
Fox Trot Building
956-381-0444
POC: Sonya Lopez

Est. Qty	*Service Address*
17	Hidalgo County HITDA Task Force 3 in the office & 14 in the Vehicles 3100 S Hwy 281 Edinburg, Texas

HIDALGO COUNTY—HEALTH DEPARTMENT

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
1304 S. 25th St. Edinburg, Texas 78539
(956) 383-6221 ext. 7216
POC: Josie Escalante

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
3	Mobile Clinic 1304 South 25th Street Edinburg, Texas 78539	20	Hidalgo County Health Department Central Office & Warehouse 1304 South 25th Street Edinburg, Texas 78539
3	Pulmonary 1304 South 25th Street Edinburg, Texas 78539	3	McAllen Clinic 300 E. Hackberry McAllen, Texas 78501
30	Trucks and Vans 1304 South 25th Street Edinburg, Texas 78539		

HIDALGO COUNTY JUVENILE JUSTICE CENTER/BOOT CAMP

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*	
15	Hidalgo County Juvenile Justice Center & 449th District Court (NEW BLDG.) 1001 N. Doolittle Rd. Edinburg, TX 78534	**BILLING ADDRESS:** 1001 N. Doolittle Rd. Edinburg, Texas (956) 587-6200 POC: Elena Gaitan
18	Juvenile Boot Camp 1711 N. Bridge Weslaco, Texas 78596	1711 N. Bridge Weslaco, TX 78599 POC: Sgt. J. Martinez (956) 969-8690

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO matilde.faz@co.hidalgo.tx.us by NO LATER than Monday, August 15, 2016 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by **NO LATER than, Wednesday, August 17, 2016 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
Hidalgo County (All funding sources)
"Fire Extinguishers Equipment and Maintenance Service"
Bid No. : 2016-232-08-24-FAZ

NIGP CODE: 936-34

DESCRIPTION	AMOUNT
INSPECTIONS (Annual)	
RECHARGES Dry Chemical (Includes pull pins & o-rings when needed)	
2.5 LB Dry Chemical	
5 LB Dry Chemical	
10 LB Dry Chemical	
20 LB Dry Chemical	
5 LB Carbon Dioxide (CO2)	
10 LB Carbon Dioxide (CO2)	
HYDRO-TEST (Dry Chemical 20 & Under /Plus recharge)	
CARBON DIOXIDE (CO2 under/plus recharge)	
WATER EXTINGUISHER & HYDRO	
AMEREX & BADGER ABC TYPE FIRE EXTINGUISHER PRICE LIST	
2.5 LB Dry Chemical	
5 LB Dry Chemical	
10 LB Dry Chemical	
20 LB Dry Chemical	
EXIT SIGNS These are samples of the light fixtures that may require service but not limited to the following:	
ESR2 AC RED EXIT SIGN	
BT655 120V, 20W, Intermediate Screw Bulb	
BT6 145V, 15W, Candelabra Screw	
B7C7 120V, 7W, Candelabra Screw	
BPL7 120V, 7W, Compact Florescent	
B914 4V, 9W, Miniature Wedge	
TOTAL BID (for all above items)	

BIDDER=S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

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 LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

___ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

___ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ _____ General Liability: $_____

___ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Companys' obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses:_____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other:_____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: _____ **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and 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. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid, proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID PRICE

EXHIBIT "B"
BID PAGE
Hidalgo County (All funding sources)
"Fire Extinguishers Equipment and Maintenance Service"
Bid No. : 2016-232-08-24-FAZ

NIGP CODE: 936-34

DESCRIPTION	AMOUNT
INSPECTIONS (Annual)	5.00
RECHARGES Dry Chemical (Includes pull pins & o-rings when needed)	
2.5 LB Dry Chemical	6.50
5 LB Dry Chemical	10.25
10 LB Dry Chemical	15.50
20 LB Dry Chemical	17.50
5 LB Carbon Dioxide (CO2)	8.75
10 LB Carbon Dioxide (CO2)	11.25
HYDRO-TEST (Dry Chemical 20 & Under /Plus recharge)	15.00
CARBON DIOXIDE (CO2 under/plus recharge) - Hydrotest	30.00
WATER EXTINGUISHER & HYDRO	15.00
AMEREX & BADGER ABC TYPE FIRE EXTINGUISHER PRICE LIST	
2.5 LB Dry Chemical	36.00
5 LB Dry Chemical	49.50
10 LB Dry Chemical	79.50
20 LB Dry Chemical	162.50
EXIT SIGNS These are samples of the light fixtures that may require service but not limited to the following:	
ESR2 AC RED EXIT SIGN	10.00
BT655 120V, 20W, Intermediate Screw Bulb	3.50
BT6 145V, 15W, Candelabra Screw	2.00
B7C7 120V, 7W, Candelabra Screw	2.00
BPL7 120V, 7W, Compact Florescent	7.00
B914 4V, 9W, Miniature Wedge	5.00
TOTAL BID (for all above items)	491.75

OPENED
9:39 8/24/16
Witnessed

EXHIBIT "B"
BID PAGE
Hidalgo County (All funding sources)
"Fire Extinguishers Equipment and Maintenance Service"
Bid No. : 2016-232-08-24-FAZ

BIDDER=S INFORMATION

BIDDER/COMPANY NAME: Protection One Alarm Monitoring, Inc.

ADDRESS: 314 Ash Ave.

CITY/STATE/ZIP CODE: McAllen, TX 78501

PHONE NUMBER: 956. 683. 3600

E-MAIL ADDRESS: tobybowen@protection1.com

CELLULAR NUMBERS: 956. 683. 8615

FAX NUMBER: 956. 686. 2427

AUTHORIZED SIGNATURE:

PRINTED NAME: Toby Bowen

TITLE: GM

DATE: 8-24-2016

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/07/2016

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 USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323
Attn: FtLauderdale.Certs@marsh.com

048953-ADT-GAW-15-16

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Agri General Insurance Company	42757
INSURER C : ACE Fire Underwriters Co	20702
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Protection One Alarm Monitoring, Inc.
1035 N 3rd Street, Suite 101
Lawrence, KS 66044

COVERAGES **CERTIFICATE NUMBER:** ATL-004027456-01 **REVISION NUMBER:** 2

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			XSL G27400954	10/01/2015	10/01/2016	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X SIR: $500,000						MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H08865073	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C48593318 (AOS)	10/01/2015	10/01/2016	X PER STATUTE [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A			WLR C4859332A (TN)	10/01/2015	10/01/2016	E.L. EACH ACCIDENT	$ 2,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C48593331 (WI)	10/01/2015	10/01/2016	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County (All funding sources,
Programs, Entities)
2802 South Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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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:
2016-103431

Date Filed:
08/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Protection One Alarm Monitoring, Inc.
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 (All Funding Sources, Programs, & Entities)

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.
RFB 2016-232-08-24-FAZ
Fire Extinguisher Equipment & Maintenance Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Protection One Alarm Monitoring, Inc.	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NORA IDALIA CORONA
MY COMMISSION EXPIRES
September 15, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Toby Bowen, this the 24th day of August, 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
	Nora Corona	Branch Administrator

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-103431

Date Filed:
08/23/2016

Date Acknowledged:
09/06/2016

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Protection One Alarm Monitoring, Inc.
McAllen, TX United States

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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