AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
September 27, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR 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-56543** Presentation of the United Way of South Texas' Hidalgo County Campaign Kickoff.

6. **Sheriff's Office:**

A. **AI-56564** Proclamation designating September 2016 as National Suicide Prevention Awareness Month in Hidalgo County

B. **AI-56546** National Incident Based Reporting System (NIBRS) Grant (1284):
1. Authorization and approval for Certification of Revenues for NIBRS grant.
2. Authorization and approval for Appropriation of funds for NIBRS grant in the amount of $48,564.00.

C. **AI-56497** Jail Commissary (2102):
1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of 2016 appropriation of funds into the Jail Commissary account in the amount of $13,235.60.

7. **County Treasurer - Norma Garcia:**

A. **AI-56461** 1. Discussion, consideration and approval of the Hidalgo County Investment Policy in accordance with Chapter 2256.005(e) of the Texas Local Government Code.
2. Discussion, consideration and approval of the Authorized Broker/Dealer List in accordance with Chapter 2256.025 of the Texas Local Government Code.

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

A. **AI-56502** DA-Victim Coordinator and Liaison Grant (VCLG) (1281):
Approval to ratify electronic signature submitted on-line for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2017 contract.

9. **Constables:**

A. **AI-56577** Constable Pct. #2:
Discussion, consideration and approval to appoint Lombardo J. Guerra as Deputy Constable by Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.011.

B. **AI-56477** Constable Pct. 3 - STOP Truancy (1285):
1. Approval of certification of revenues, as certified by the County Auditor.
2. Approval of appropriation of funds (school districts and local match)
3. Approval to revise the salary schedule.

10. **Budget & Management:**

A. **AI-56313** 1. Public hearing on the 2017 Proposed Budget as per Texas Local Government Code 111.067.
2. Discussion, consideration, and action on changes and corrections to the 2017 Proposed Budget.
3. Approval to set salaries, allowances, and other compensation for Fiscal Year 2017.
4. Adoption of the 2017 Annual Budget at the Departmental Level.

B. **AI-56418** Consideration and approval of order setting the 2016 Hidalgo County Tax Rates:
1. Total Maintenance and Operations Tax Rate (0.5186 cents per $100 valuation)
2. Total Debt Service Tax Rate (0.0714 cents per $100 valuation)
3. Total Ad Valorem Tax Rate (0.5900 cents per $100 valuation)

C. **AI-56542** Sheriff's Office - Jail (1100):
Approval of the following salary schedule changes, effective date of 09/19/16:

Action	Dept./Prog.	Slot No.	Approved Position Title	Approved Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary

Salary Adjustment (Step Increase)	280-002	0426	Detention Lieutenant Step I	$42,999.00	Detention Lieutenant Step II	$44,504.00
Salary Adjustment (Step Increase)	280-002	0427	Detention Lieutenant Step I	$42,999.00	Detention Lieutenant Step II	$44,504.00
Salary Adjustment (Step Increase)	280-002	0428	Detention Lieutenant Step I	$42,999.00	Detention Lieutenant Step II	$44,504.00
Delete	280-002	0025	Detention Sergeant Step III	$41,874.00		
Delete	280-002	0026	Detention Sergeant Step III	$41,874.00		
Delete	280-002	0404	Detention Sergeant Step III	$41,874.00		

D. **AI-56598** Hidalgo County Street Lights Project:
1. Pilot Program Update - 2016 Hidalgo County Subdivision Streetlight Program
2. Discussion, consideration and possible action regarding the 2017 Hidalgo County Street Light Applications

E. **AI-56601** Transfers In-General Fund (1285)
Approval of 2016 interfund transfer from Co Wide Adm-Contingency (1100) to Transfers In-General Fund (1285) in the amount of $17,500.11 to fund the total local match required to appropriate funds for the STOP Truancy grant, CC 9/27/16 (AI-56477).

F. **Budget Appropriations:**

1. **AI-56570** Pct 4 Rd. Maint (1200):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware) and FM1925.
b. Approval of 2016 appropriation of funds into Pct 4 Rd Maint in the amount of $12,750.00.

2. **AI-56508** Pct 4 (1303):
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 of professional service expenses related to the J-09 Drain Project.
b. Approval of 2016 appropriation of funds into Pct 4 in the amount of $250,000.00.

3. **AI-56340** LPPF (1258):
Approval of 2016 unappropriation of funds in the amount of $579,656.06.

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

A. **AI-56321** Presentation of Tax Collection Annual Report for the period of July 1, 2015 through June 30, 2016 and Motor Vehicle Collection Annual Report

12. Executive Office:

A. AI-56335 1. Presentation by Tax Attorneys of Delinquent Tax Collection Annual Report for the period of July 1, 2015 through June 30, 2016.
2. Presentation on Fees and Fines

B. AI-56426 Request by Region One Education Service Center for the use of the Hidalgo County Courthouse for 2017 Mock Trial Competition
to be held on Saturday, January 14, 2017 and Monday, January 16, 2017 (evening)

C. AI-56468 Requesting approval to process payment and authority for County Treasurer to issue check after review and processing procedures are completed by County Auditor for the following:

Vendor	Invoice Date/#	Invoice Amount	Matter/Case
The J. Ramirez Law Firm	9/19/16 / 5203	$2,700.00	Airport Property

D. AI-56471 Approval to accept settlement check from American Access Casualty Company in the amount of $58.93 to settle auto accident with County vehicle. (Precinct 4)

13. Urban County:

A. AI-56491 Hold a Public Hearing to consider public comments for Hidalgo County Urban County Program's Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S. Department of Housing and Urban Development.

B. AI-56465 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.

C. AI-56597 1. Consideration and approval of a construction contract change order for the General Land Office (GLO) Contract No. 12-406-000-6453 for the Delta Area Connector East Lateral Project. The Change Order will increase the current construction contract with Saenz Brothers Construction, LLC in the amount of $439,512.00 and provides an additional 90 days for contract completion.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO

Contract No. 12-406-000-6453.

D. **AI-56536** "Subject to Compliance with HB 1295 , when and if applicable." The Urban County Program on behalf of City of Peñitas is requesting authority to purchase fire station equipment through Hidalgo County's membership and participation with Buyboard approved vendor Casco, Inc. (Buyboard Contract # 432-13) in the amount of $58,437.10 (quote attached hereto). Freight/delivery is free. City of Peñitas UCP Year 29 (2016) Fire Stations/Equipment funds will be utilized, and City Funds.

E. **AI-56535** 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 Sullivan City, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) Sullivan City - Flood Drainage Improvement funds.

Professional Service Firm	**Grade**	**Ranked**
S & B Infrastructure	95.33%	
Strada Group	89.67%	
Urban Infrastructure Group	83.67%	

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) Sullivan City - Flood Drainage Improvements project.

F. **AI-56517** "Subject to Compliance with HB 1295, when and if Applicable." The Urban County Program is requesting the award of bids and the approval of contracts with Quality Investment and R G Enterprises, LLC, dba G & G Contractors for the demolition and reconstruction of the following:

1. (1) Unit in the City of Edcouch in the total contract amount of $59,799.99 to Quality Investments; and
2. (1) Unit in the Countywide area in the total contract amount of $63,920.00 to R G Enterprises, LLC, dba G & G Contractors.

G. **AI-56499** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program and Hidalgo County Purchasing Department, in connection with and

funded through Hidalgo County Urban County Program Year 29 (2016) City of Progreso– Street Improvement funds.

Professional Service Firm	Grade	Ranked
Fulcrum Consulting Services	96.00%	
Halff Associates, Inc.	92.67%	
Sigler, Winston, Greenwood Engineers	87.67%	

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) City of Progreso– Street Improvement project.

14. Health & Human Services Department:

A. Health Care Funding District:

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

B. Indigent Health Care Program:

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

15. Community Service Agency:

A. AI-56575 1. Discussion & possible action to accept Contract Amendment for Program Year 2016 Comprehensive Energy Assistance Program
2. Authorization for County Judge or designee to sign applicable documents

16. WIC:

A. AI-56405 WIC ADM - Program 001 (1292):
1. Approval to accept the FY 2017 WIC Admin. Grant award in the amount of $10,700,000.00,commencing October 1,2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue the provision of WIC Services for FY 2017 commencing October 1, 2016 - September 30,2017.
3. Approval of Certification of Revenues in the amount of $10,700,000.00 as certified by the County Auditor for the FY 2017 WIC Admin. Grant.
4. Approval of appropriation of funds in the amount $10,700,00.00 for the FY 2017 WIC Admin. Grant.
5. Approval to revise the salary schedule in accordance with Commissioners'

Court action.

WIC BF - Program 002 (1292):
1. Approval to accept the FY 2017 WIC BF Peer Counselor Grant in the amount of $821,302.00 commencing October 1, 2016 -September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC BF Peer Counselor Program for FY 2017 commencing October 1, 2016 - September 30, 2017.
3. Approval of Certification of Revenues in the amount f $821,302.00 as certified by the County Auditor for the FY 2017 WIC BF Peer Counselor Grant.
4. Approval of appropriation of funds in the amount o $821,302.00 for the FY 2017 WIC BF Peer Counselor Grant.
5. Approval of the following actions:

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Change in Funding Source	350-002	0001	Peer Counselor II	$25,830.00	$0.00	($25,830.00)
Change in Funding Source	350-002	0026	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)
Change in Funding Source	350-002	0027	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)
Change in Funding Source	350-002	0035	Peer Counselor Manager	$0.00	$28,836.00	$28,836.00
Change in Funding Source	350-002	0036	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Change in Funding Source	350-002	0037	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Create	350-002	0038	BF Coordinator Assistant	$0.00	$36,000.00	$36,000.00

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

WIC Registered Dietician - Program 012 (1292):
1. Approval to accept the FY 2017 WIC Registered Dietician Grant award in the amount of $60,000.00 commencing October 1, 2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provisions of the WIC Registered Dietician for the FY 2017 commencing October 1, 2016 - September 30, 2017.
3. Approval of Certification of Revenues in the amount of $60,000.00 as certified by the County Auditor for the FY 2017 WIC Registered Dietician Grant.
4. Approval of appropriation of funds in the amount of $60,000.00 for the FY 2017 WIC Registered Dietician Grant.
5.Approval to revise the salary schedule in the accordance with Commissioners' Court action.

WIC Lactation Services - Program 013 (1292):
1. Approval to accept the FY 2017 WIC Lactation Services Grant award in the amount of $50,500.00 commencing October 1, 2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provisions of the WIC Lactation Services Program for FY 2017 commencing October 1, 2016 -September 30, 2017.
3.Approval of Certification of Revenues in the amount of $50,500.00 as certified by the County Auditor for the FY 2017 WIC Lactation Services Grant.
4. Approval of appropriation of funds in the amount of $50,500.00 for the WIC

Lactation Services Grant.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Lactation Center - Program 017 (1292):
1. Approval to accept the FY 2017 WIC Lactation Center Grant in the amount of $289,000.00 commencing October 1, 2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Center Grant for the FY 2017 commencing October 1, 2017 - September 30, 2017.
3. Approval of Certification of Revenues in the amount of $289,000.00 as certified by County Auditor for the FY 2017 WIC Lactation Center Grant
4. Approval of appropriation of funds in the amount of $289,000.00 for the WIC Lactation Center Grant.
5. Approval of the following actions:

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Change in Funding Source	350-017	0002	Peer Counselor Manager	$28,836.00	$0.00	($28,836.00)
Change in Funding Source	350-017	0003	Peer Counselor I	$21,638.00	$0.00	($21,638.00)
Change in Funding Source	350-017	0004	Peer Counselor I	$21,638.00	$0.00	($21,638.00)
Change in Funding Source	350-017	0006	Peer Counselor II	$0.00	$25,830.00	$25,830.00
Change in Funding Source	350-017	0007	Community Peer Counselor	$0.00	$26,794.00	$26,794.00
Change in Funding Source	350-017	0008	Community Peer Counselor	$0.00	$26,794.00	$26,794.00

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

WIC Peer Dad - Program 019 (1292):
1. Approval to accept the FY 2017 Peer Dad Grant in the amount of $30,000.00 commencing October 1, 2016 - August 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provisions of the Peer Dad Grant for the FY 2017 commencing October 1, 2016- August 30, 2017.
3. Approval of Certification of Revenues in the amount of $30,000.00 for the Peer Dad Grant.
4. Approval of appropriation of funds in the amount $30,000.00 for the FY 2017 Peer Dad Grant.

17. Emergency Management:

A. AI-56459 1. Requesting authority for Hidalgo County to submit a Certificate of Completion to the Texas Department of Public Safety- Texas Division of Emergency Management in accordance with the grant conditions for the TSSI Safe Room Project Hazard Mitigation Grant Program number DR-1791-331.
2. Request for approval for the County Judge to sign the required documentation.

18. **Elections Administration:**

A. **AI-56363** Discussion and/or action, including but not limited to Election updates

B. **AI-56527** 1. Discussion, consideration and approval to add Early Voting polling location for November 8, 2016 General Election.

Palmview City Hall
400 W. Veterans Blvd.
Palmview, Texas

2. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the City of Edcouch to be held on November 8, 2016.

3. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the Donna Independent School District to be held on November 8, 2016.

4. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the La Joya Independent School District to be held on November 8, 2016.

5. Approval of 2016 General Elections Service Contract between the Hidalgo County Elections Department and the Weslaco Independent School District to be held on November 8, 2016.

19. **Head Start Program:**

A. **AI-56489** Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning in October.

B. **AI-56488** Approval to Enter into the Best and Final Negotiated Contract for Mental Health Services and Speech Interpreting Services:

Provider	Type of Service
Anita Sandoval	Mental Health
Growing Generations Together, Inc.dba, Growing Generations of South Texas	Mental Health
Amy Jane Hernansen, dba, Sign Language Services	Speech Interpreting

C. **AI-56487** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and
1. Edinburg Consolidated Independent School District
2. Monte Alto Independent School District
3. South Texas College

D. **AI-56486** Discussion/Approval to Revise Program Calendar for Program Year 2016-2017 with the Following Partnering School District: Mercedes Independent School District

E. **AI-56485** Discussion/Approval of Program Calendar for Program Year 2016-2017 with the Following Partnering School District: Monte Alto Independent School District

F. **AI-56484** Discussion/Approval of the 2015-2016 Program Information Report (PIR)

G. **AI-56483** Discussion/Approval of the 2016-2017 Training and Technical Assistance (T-TA) Plan

H. **AI-56482** Discussion/Approval to Submit the Following 2017 Budget Applications:
1. Department of Health and Human Services (DHHS)
2. Texas Department of Agriculture (TDA)

20. **Planning Department:**

A. **AI-56525** 1. Preliminary Approval
a.San Jacinto Estates No. 4 Ph. 1 Subdivision- Pct. 1(Jacinto Garza, President) (Mile 14 North Road & F.M. 1015)
No. of Lots: 45 Single Family
Flood Zone: X
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes

2.Final Approval
a.Myrna Subdivision- Pct. 4 (Myrna Salinas) (Seminary Road & Monte Cristo Road)
No. of Lots: 2 Single Family
Flood Zone: X
Drainage: Yes, reconstructed road side ditch.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes

b.La Esperanza Subdivision- Pct. 1 (Taek & Nancy Kim) (Mile 12 North Road & Val Verde Road)
No. of Lots: 146 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Donna
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply
Paved: Yes

3.Final Approval with Financial Guarantee
a.Anhelito Ranch Subdivision- Pct. 1 (Javier Martinez) (Mile 2 ½ East Road & Mile 3 North Road)
No. of Lots: 4 Single Family
Flood Zone: C
Drainage: Yes, reconstructed road side ditch.
ETJ: No, Rural Area
Water: Yes, provided by Military Highway Water Supply
Sewer: Yes, Financial Guarantee 3 OSSF(S) (Lot 2 has an existing OSSF)
Paved: Yes

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

A. Hidalgo County

1. AI-56565 For clarification purposes of consent agenda item #56435 approved by CC on 9/20/16. Requesting approval of modified specifications to reflect all Hidalgo County Law Enforcement Agencies.

2. AI-56444 A. Presentation by Alamo Insurance Group (Hidalgo County Health Insurance Consultant) of a scoring grid for the purpose of ranking by Commissioner's Court of the proposals received in response to the RFP for: "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss for Self-Funded medical Plan, Group Term Life and Accidental Death and Dismemberment", Project No. 2016-235-07-07-27-YZV.

1.Third Party Administration_____

a. with agents_____
b. without agents_____

2. Stop Loss Carrier_____
3. Group Term Life Carrier_____

B. Requesting authority for consultant to commence negotiations (including best and final offer) with the number one ranked participant.

C. Discussion, consideration and approval of Plan Changes.

D. Discussion, consideration and approval to set Plan Premiums

B. Pct. 1

1. AI-56545 a. Acceptance and approval of a Professional Services Agreement #C-16-331-09-27 with **Aranda & Associates, Inc**.for the purposes of "professional engineering services" for: **[FEMA Projects]**: Site 2-Lott Street, Site 11-Las Nubes Street, Site 12-Old River Road & Site 17-Marlen Street] - located within Hidalgo County Precinct No. 1, subject to compliance with HB1295 [if and when applicable]

b. Acceptance and approval of **Work Authorization No. 1** (with an estimated cost of **$ 52,310.05)** as submitted by project engineer, **Aranda & Associates, Inc.**for **[FEMA Projects]** as set forth below, in connection to agreement # C-16-331-09-27:

- Site 2-Lott Road-from (Ivey Road, North 2,636)
- Site 11-Las Nubes-from (Hackberry Street, North 407 Feet)
- Site 12-Old River Road-from (Soderquist Road, East 3,084 LF)
- Site 17-Marlen Street-from (Geronimo Street, East 1,084 LF)

c. Acceptance and approval of a Professional Services Agreement #C-16-351-09-27 with **LeFevre Engineering & Management, Consulting, LLC** for the purposes of "professional engineering services" for: **[FEMA Projects]:** Site 6-Mile 13.5 between (4 West and FM 88, Weslaco, Texas), Site 7-Mile 11 from (Lat. 26.21414, Long-97.96007 to Lat. 26.21376 to Long-97.96796, Mercedes, Texas) & Site 9-Yvette Circle between (FM 1015 and Mile 12.5, Weslaco, Texas) - located within Hidalgo County Precinct No. 1, subject to compliance with HB1295 [if and when applicable]

d. Acceptance and approval of **Work Authorization Nos**. **1, 2** & **3 (**with estimated costs **($19,622.00), ($ 18,224.00) ($13,780.00**) as submitted by project engineer, **LeFevre Engineering & Management, Consulting, LLC** for **[FEMA Projects**] as set forth below, in connection to agreement # C-16-351-09-27:

- Site 6-Mile 13.5-between 4 West and FM 88, Weslaco, Texas
- Site 7-Mile 11-from Lat. 26.21414, Long-97.96007 to Lat. 26.21376 to Long-97.96796 in Mercedes, Texas
- Site 9-Yvette Circle-between FM 1015 and Mile 12.5, Weslaco, Texas

2. **AI-56609** Presentation of Sole bid received meeting all Specifications/Requirements, for the purpose of award and approval of contract with Rio Grande Hauling, LLC for the Request for Bid titled Hidalgo County Pct 1-"Aggregate Limestone Grade 4" through project No.: 2016-283-08-24-SGS

3. **AI-56366** Acceptance and approval of the following listed construction contract documents as awarded by Commissioners' Court on September 06, 2016 (AI#56190) and as reviewed and approved by Legal Counsel for the following H C Precinct No 1-Paving and Drainage Improvements Projects:

	Project Name	Contract Number	Awarded Contractor	Amount:
1)	Nittler Road	C-16-289-09-06	IOC Company, LLC	$1,167,775.65
2)	Mile 9	C-16-290-09-06	Bearkat Construction, LLC	$648,048.00

C. Pct. 2

1. **AI-56552** Requesting approval to purchase One New Brush Chipper thru the County's Membership/Participating Buyboard contract # 424-13 awarded vendor with Vermeer Equipment of Texas- Louisiana, Inc. 2016-360-MEG

2. **AI-56538** Authority to advertise and approval of procurement packet for Yuma Avenue Extension Project. In the event of no bids received or rejection of bids, approval to re-advertise.

D. Pct. 4

1. **AI-56617** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for Sunflower Road located within Hidalgo County Precinct 4;

Total Scores	South Texas Infrastructure Group, LLC	Urban Infrastructure, Group, Inc.	Unitech Consulting Engineers
Evaluation	97	96	92
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services agreement for Sunflower Road located within Hidalgo County Precinct 4, commencing with the No.1 ranked firm _____ for Engineering Services.

E. Health & Human Services Dept.

1. **AI-56505** Discussion, consideration, and approval of Amendment No. 1 to the Memorandum of Agreement between Hidalgo County and University of Texas Health Science Center at Houston to extend the term of of agreement to end on December 31, 2017.

F. Colonia Access Program Pct. 1

1. **AI-56574** Acceptance and Approval of Work Authorization No. 2 for contract # C-CAP-12-194-07-31 with a proposed fee of $9,421.38 with L & G Engineering Laboratory LLC to provide Construction Materials Testing Services for Round III BCAP Project to Hidalgo County Precinct 1 for various Border Colonia Access Program Round III Projects.

G. Colonia Access Program Pct. 3

1. **AI-56593** Acceptance and Approval of Work Authorization No. 2 for contract #C-CAP-12-168-07-03 with the proposed fee of $16,938.23 with L & G Engineering Laboratory LLC to provide Construction Material Testing Services for Round III BCAP Project to Hidalgo County Precinct #3 for various Border Colonia Access Program Round III Projects.

H. Sheriff's Office

1. **AI-56122** a. Presentation of the scoring/evaluation grid/evaluation grid for the purposes of ranking by Commissioner's Court the responses received in connection with he Request for Proposals for: Hidalgo County Sheriff's Office - "Inmate Pay Telephone System and Services":

PARTICIPANT	Grade/Score	Rank
Securus Technologies	97.2%	
IC Solutions	87.6%	
NCIC Inmate Phone Service	69.2%	
GTL Inmate Pay Telephone Services	91.6%	
CTC Company INC	71%	

b. Authority for Purchasing Department to proceed to negotiate a Contract with the number one ranked participant for the provision of Services for Hidalgo County Sheriff's Office "Inmate Pay Telephone System and Services".

22. Open Forum

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-56560** Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

D. **AI-56521** Civil Action File No. 3:13-CV-29-J32JRK; James D. Hinson Electrical Contracting Co, et al v AT&T Services et al

E. **AI-56463** CL-15-0896-D; Aurora Fuentes v Palmview Head Start

F. **AI-56613** T-0707-16-H; Hidalgo County et al v Manuel Jimenez, Jr. et al

G. **AI-56582** EEOC Charge No. 451-2016-02842; J.L. Hinojosa v Co.

H. **AI-56466** Claim of Matthew Mason

I. **AI-56469** Claim of Petra Quintero

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

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

25. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-56561** Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

D. **AI-56522** Civil Action File No. 3:13-CV-29-J32JRK; James D. Hinson Electrical Contracting Co, et al v AT&T Services et al

E. **AI-56464** CL-15-0896-D; Aurora Fuentes v Palmview Head Start

F. **AI-56614** T-0707-16-H; Hidalgo County et al v Manuel Jimenez, Jr. et al

G. **AI-56583** EEOC Charge No. 451-2016-02842; J.L. Hinojosa v Co.

H. **AI-56467** Claim of Matthew Mason

I. **AI-56470** Claim of Petra Quintero

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

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

28. **Adjourn**

AI-56543 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: COUNTY JUDGE

Information

CAPTION

Presentation of the United Way of South Texas' Hidalgo County Campaign Kickoff.

BACKGROUND

Presentation only.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/22/2016 03:02 PM
Linda Flores	Linda Flores	09/23/2016 08:19 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Virginia Jones		Started On: 09/22/2016 02:38 PM
Final Approval Date: 09/23/2016		

AI-56564 **Sheriff's Office** **6. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: SHERIFF DEPT.

Information

CAPTION

Proclamation designating September 2016 as National Suicide Prevention Awareness Month in Hidalgo County

BACKGROUND

Organizations that will be in attendance:
American Foundation for Suicide Prevention - South Texas Chapter
South Texas Behavioral Health Center
Tropical Texas Behavioral Health Center
National Association for Mental Illness (NAMI)
among others

Fiscal Impact

Attachments

proclamation
flyer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 10:17 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/23/2016 09:43 AM
Final Approval Date: 09/23/2016

Proclamation Designating September 2016 as National Suicide Prevention Month in Hidalgo County

WHEREAS, in the United States, one person dies by suicide every 12.3 minutes, with 42,773 deaths by suicide in our country during 2014; and

WHEREAS, in our country, suicide is the 2nd leading cause of death for 15-24 year olds, and is the 10th leading cause of death for people of all ages; and

WHEREAS, suicide is the 10th leading cause of death in the United States and the 2nd leading cause of death among individuals between the ages of 10 to 34;
WHEREAS, each person's death by suicide intimately affects at least six other people, with over 200,000 newly bereaved each year; and

WHEREAS, in 2014, 3,254 Texans died by suicide, and several thousand friends and family members were changed forever by losing those people; and

WHEREAS, many of those people who died never received effective behavioral health services, for many reasons including the difficulty of accessing services by healthcare providers trained in best practices to reduce suicide risk, the stigma of using behavioral health treatment and the stigma associated with losing a loved one to suicide; and

WHEREAS, the Hidalgo County Commissioners Court hereby urges all residents of Hidalgo County to: recognize suicide as a significant public health problem and declare suicide prevention a countywide priority; support the development of accessible behavioral health services, including implementing national best practices in reducing suicide risk for people of all ages and backgrounds; and acknowledge that no single suicide prevention effort will be sufficient or appropriate for all populations or communities; and

WHEREAS, far too many people die by suicide each year, and most of these deaths are preventable; and

WHEREAS, the National Suicide Hotline 1-800-273-TALK (8255); everyone is encouraged to save this number and use it when you, a friend, or loved one is experiencing a crisis so that lives can be saved; and

WHEREAS, the local annual "Out of the Darkness Walk" will be held in Hidalgo County on November 12, 2016 at the Edinburg Municipal Park to raise awareness about suicide prevention and to honor the memory of those we have lost to suicide.

NOW THEREFORE IT BE RESOLVED that the Hidalgo County Commissioners Court hereby designates September 2016, as "Suicide Prevention Month" in Hidalgo County and urges all Hidalgo County residents to honor the lives and learn how they can help raise awareness, heed warning signs, and encourage those in crisis to seek help, because Suicide Prevention Is Everyone's Business, and one more life lost to suicide is too many.

Out of the DARKNESS
COMMUNITY WALKS

WALK WITH US TO HELP #ENDSUICIDE

Sat. Nov. 12, 2016 - 8AM
Edinburg Municipal Park
FORM YOUR TEAM!

AMERICAN FOUNDATION FOR Suicide Prevention

WALK CHAIRS:
Melissa Hinojosa-Zamora
Hidalgo County
(956) 369-7306
afsprgv@gmail.com
Summer Soto
Cameron County
(956) 620-6983

SPONSORED IN PART BY:
SOUTH TEXAS BEHAVIORAL HEALTH CENTER
A South Texas Health System Facility

REGISTER TODAY!

afsp.org.walk

AI-56546 **Sheriff's Office** **6. B.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

National Incident Based Reporting System (NIBRS) Grant (1284):
1. Authorization and approval for Certification of Revenues for NIBRS grant.
2. Authorization and approval for Appropriation of funds for NIBRS grant in the amount of $48,564.00.

BACKGROUND

On 9/20/15, Commissioners' Court approved the acceptance of Grant #3201101 in the amount of $48,564.00 (AI #56392)

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-280-093-7-xxx

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

BUDGETARY IMPACT:

NOTE: NIBRS Grant amount of $48,564.00, difference of $41,436.00 will be come out of Sheriff's Office GF acct #6-1100-491-01-000-284-7-891

Attachments

appro
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/23/2016 04:59 PM
Budget & Management	Veronica Ortiz	09/23/2016 05:02 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/22/2016 03:25 PM

Final Approval Date: 09/23/2016

DATE: September 26, 2016

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

DEPARTMENT NAME: National Incident -Based Reporting System grant FY2017 (#2017-NB-ST-0023)

ACCOUNT NUMBER: 6-1284-421-00-280-093-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-093-7-	336 - NIBRS-Computer services	23,554.00
6-1284-421-00-280-093-7-	761 - NIBRS-Software	66,446.00
	TOTAL APPROPRIATIONS	90,000.00
6-1284-334-10-280-093-7-000	NIBRS Revenues	48,564.00
6-1284-391-01-000-100-7-000	Transfer In (Do Not Post)	41,436.00
	TOTAL REVENUES	90,000.00
6-1100-491-01-000-284-7-891	Transfer Out (Do Not Post)	41,436.00

REASON: **To appropriate budget for NIBRS grant, Federal/State award ID: #2017-NB-ST-0023**
State Grant # 3201101; Grant Period: 09/01/2016 - 08/31/2017
Note: Difference of $41,436.00 will be paid from general fund.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

September 26, 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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Office of the Governor – Criminal Justice Division (CJD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$48,564.00	Grant Number: 3201101 Federal/State Award ID: 2017-NB-ST-0023 NB-National Incident-Based Reporting System (NIBRS)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/26/16
Date

THE COUNTY OF HIDALGO

AI-56546 **Sheriff's Office** **6. B.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

National Incident Based Reporting System (NIBRS) Grant (1284):
1. Authorization and approval for Certification of Revenues for NIBRS grant.
2. Authorization and approval for Appropriation of funds for NIBRS grant in the amount of $48,564.00.

BACKGROUND

On 9/20/15, Commissioners' Court approved the acceptance of Grant #3201101 in the amount of $48,564.00 (AI #56392)

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-280-093-7-xxx

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

BUDGETARY IMPACT:

NOTE: NIBRS Grant amount of $48,564.00, difference of $41,436.00 will be come out of Sheriff's Office GF acct #6-1100-491-01-000-284-7-891

Attachments

appro

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/23/2016 04:59 PM
Budget & Management	Veronica Ortiz	09/23/2016 05:02 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/22/2016 03:25 PM

Final Approval Date: 09/23/2016

Hector Sandoval

From: Rosie Gonzalez [rosieg@hidalgoso.org]
Sent: Monday, September 26, 2016 9:27 AM
To: hector sandoval
Subject: certification of revenues NIBRS

Importance: High

Good morning Hector,

Can you please complete a certification of revenues for NIBRS grant, grant # 2017-NB-ST-0023.
AI# 56546.
Should you need any additional information, feel free to contact me.

Thank you,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542
Main: (956) 383-8114
Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

DATE: September 26, 2016

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

DEPARTMENT NAME: National Incident -Based Reporting System grant FY2017 (#2017-NB-ST-0023)

ACCOUNT NUMBER: 6-1284-421-00-280-093-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-093-7-	336 - NIBRS-Computer services	23,554.00
6-1284-421-00-280-093-7-	761 - NIBRS-Software	66,446.00
	TOTAL APPROPRIATIONS	90,000.00
6-1284-334-10-280-093-7-000	NIBRS Revenues	48,564.00
6-1284-391-01-000-100-7-000	Transfer In (Do Not Post)	41,436.00
	TOTAL REVENUES	90,000.00
6-1100-491-01-000-284-7-891	Transfer Out (Do Not Post)	41,436.00

REASON: To appropriate budget for NIBRS grant, Federal/State award ID: #2017-NB--ST-0023
State Grant # 3201101; Grant Period: 09/01/2016 - 08/31/2017
Note: Difference of $41,436.00 will be paid from general fund.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

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

AI-56497 **Sheriff's Office** **6. C.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Jail Commissary (2102):
1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of 2016 appropriation of funds into the Jail Commissary account in the amount of $13,235.60.

BACKGROUND

Funds will be used for purchase of a Video Conferencing Kit for Infirmary.

Fiscal Impact

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

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

BUDGETARY IMPACT:

-No local funds are required. Funding provided by the Jail Commissary Bank Account.
-Monies receipted under Acct# 6-2102-391-03-000-426-0-000(refer to receipt #202497)

Attachments

Budget Amendment
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/20/2016 03:46 PM
Budget & Management	Veronica Ortiz	09/20/2016 03:50 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/20/2016 01:28 PM

Final Approval Date: 09/23/2016

DATE: 9/20/2016

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

DEPARTMENT NAME: Jail Commissary

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S	ACCOUNT OBJECT NAME	AMOUNT
6-2102-423-21-280-015-0-751	Machinery and Equipment	6,350.00
6-2102-423-21-280-015-0-430	Repair and Maintenance services	4,040.00
6-2102-423-21-280-015-0-761	Software	2,100.00
6-2102-423-21-280-015-0-610	General supplies	431.96
6-2102-423-21-280-015-0-660	Furnishings and equipment-Controlled	313.64
	TOTAL APPROPRIATIONS	13,235.60
6-2102-391-03-000-426-0-000	Transfers In--Jail Commissary Trust Fund	13,235.60
	TOTAL REVENUES	13,235.60

REASON: **To appropriate funding for the purchase of the Polycom RealPresence 500 Video Conferencing Kit for infirmary at Adult Detention Facility.**

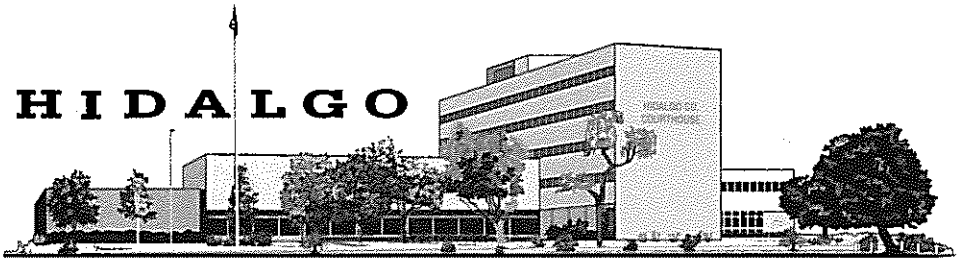
Emilia Uriegas
DEPARTMENT HEAD SIGNATURE

9/20/16
DATE

APPROVED
COMMISSIONER'S COURT

ATTEST
COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 26, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue received from a transfer from Jail Commissary Trust Fund in the amount of $13,235.60 to fund the purchase of a video conferencing kit for Infirmary. 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

9/26/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-56497 **Sheriff's Office 6. C.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Jail Commissary (2102):
1. Approval of certification of revenues as certified by the County Auditor.
2. Approval of 2016 appropriation of funds into the Jail Commissary account in the amount of $13,235.60.

BACKGROUND

Funds will be used for purchase of a Video Conferencing Kit for Infirmary.

Fiscal Impact

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

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

BUDGETARY IMPACT:

-No local funds are required. Funding provided by the Jail Commissary Bank Account. -Monies receipted under Acct# 6-2102-391-03-000-426-0-000(refer to receipt #202497)

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/20/2016 03:46 PM
Budget & Management	Veronica Ortiz	09/20/2016 03:50 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/20/2016 01:28 PM

Final Approval Date: 09/23/2016

DATE: 9/20/2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 6-2102-423-21-280-015-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S	ACCOUNT OBJECT NAME	AMOUNT
6-2102-423-21-280-015-0-751	Machinery and Equipment	6,350.00
6-2102-423-21-280-015-0-430	Repair and Maintenance services	4,040.00
6-2102-423-21-280-015-0-761	Software	2,100.00
6-2102-423-21-280-015-0-610	General supplies	431.96
6-2102-423-21-280-015-0-660	Furnishings and equipment-Controlled	313.64

	TOTAL APPROPRIATIONS	13,235.60
6-2102-391-03-000-426-0-000	Transfers In--Jail Commissary Trust Fund	13,235.60
	TOTAL REVENUES	13,235.60

REASON: **To appropriate funding for the purchase of the Polycom RealPresence 500 Video Conferencing Kit for infirmary at Adult Detention Facility.**

Emilia Uriegas
DEPARTMENT HEAD SIGNATURE

9/20/16
DATE

APPROVED
COMMISSIONER'S COURT

ATTEST
COUNTY CLERK

Nereyda Gonzalez

From: Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]
Sent: Thursday, September 22, 2016 9:18 AM
To: Nereyda Gonzalez
Cc: Marcela Luna
Subject: FW: Certification of Revenues
Attachments: COR$13,235.60.pdf

Please review attachment and prepare certification of revenues letter.

Thank you.

From: Rosie Gonzalez [mailto:rosieg@hidalgoso.org]
Sent: Tuesday, September 20, 2016 3:37 PM
To: raymundo.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us
Subject: Certification of Revenues

Mr. Eufracio,

This is to request the Certification of Revenues for $13,235.60 (Jail Commissary Account Program280-015) in reference to AI#56497.
I will be requesting the item to be placed for CC consideration for 9/27/16.

Should you require additional information, please call me.

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542
Main: (956) 383-8114
Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

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

Receipt No: 202497

Received From: HIDALGO COUNTY JAIL COMMSSARY 09/15/16 Date 09/16/16

1	5225	VIDEO CONFERENCING KIT FOR MEDICAL	6-2102-391-03-000-426-0-000	13,235.60

Total: **13,235.60**

Check Total	13,235.60
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY JAIL COMMISSARY 5225
Hidalgo County Treasurer 9/15/2016
13,235.60

Cash on Deposit - LS Video Conferencing Kit for Medical 13,235.60

HIDALGO COUNTY SHERIFF'S OFFICE
REVENUE REMITTANCE FORM
DATE: **September 15, 2016**

TO: HIDALGO COUNTY TREASURER

THE FOLLOWING REMITTANCE REPRESENTS COLLECTIONS FOR:

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

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

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

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

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

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

4. Sheriff's Office - Jail Commissary Trust Funds $ **13,235.60**

   A. Credit Account Number: **6-2102-391-03-000-426-0-000**
   B. For Repairs and Upgrade to Jail's Generator System (Physical Plant Improvement)
   C. These payments comply with all applicable State Statutes and any applicable rules promulgated by the Texas Commission on Jail Standards.

$ **13,235.60**

APPROVED BY: _____
HIDALGO COUNTY SHERIFF OR DESIGNEE

PREPARED BY: _____
ACCOUNTANT III

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

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

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

5225

9/15/2016

PAY TO THE ORDER OF Hidalgo County Treasurer

$ **13,235.60

Thirteen Thousand Two Hundred Thirty-Five and 60/100********** DOLLARS

Hidalgo County Treasurer

Void After 90 Days

MEMO Video Conferencing Kit for Medical

⑈005225⑈ ⑆114911687⑆ 710 15949⑈

DETACH BEFORE DEPOSITING — SECURITY FEATURES INCLUDED

HIDALGO COUNTY JAIL COMMISSARY
Hidalgo County Treasurer

5225

9/15/2016

13,235.60

Cash on Deposit - LS Video Conferencing Kit for Medical 13,235.60

HIDALGO COUNTY JAIL COMMISSARY
Hidalgo County Treasurer

5225

9/15/2016

13,235.60

Cash on Deposit - LS Video Conferencing Kit for Medical 13,235.60

AI-56461 **County Treasurer** **7. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Norma Garcia, TREASURER'S OFFICE

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

1. Discussion, consideration and approval of the Hidalgo County Investment Policy in accordance with Chapter 2256.005(e) of the Texas Local Government Code.
2. Discussion, consideration and approval of the Authorized Broker/Dealer List in accordance with Chapter 2256.025 of the Texas Local Government Code.

BACKGROUND

Fiscal Impact

Attachments

HC Investment Policy Order
HC Authorized Broker Dealers policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:04 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Fred Zamarripa		Started On: 09/19/2016 01:27 PM
Final Approval Date: 09/23/2016		

THE STATE OF TEXAS)(
)(
COUNTY OF HIDALGO)(

ORDER

On this the 27th day of September 2016, came on to be heard the matter of adopting the Hidalgo County Investment Policy and after discussion the following Order was adopted by the Hidalgo County Commissioners' Court:

WHEREAS, from time to time certain regulations and policies have been adopted regarding the procedures for investment of funds of Hidalgo County; and

WHEREAS, the need has now arisen for new policies and procedures to be adopted and for all prior policies and procedures to be repealed.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that all policies, procedures and regulations relating to or in any way regulating or establishing rules or policies with respect to the investment of monies owned by Hidalgo County by and hereby are repealed effective September 27, 2016; and

BE IT FURTHER ORDERED that the document attached hereto and entitled Hidalgo County Investment Policy be and hereby is adopted as the document governing all investment of funds by Hidalgo County and its departments and agencies, effective September 27, 2016; and

BE IT FURTHER ORDERED that the County Clerk enter a copy of this Order and of said Policies in the minutes of this Court.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, which motion was seconded by Commissioner _____ and adopted by the following vote: _____ "AYE", _____ "NO", all members being present.

DATED this the 27th day of September 2016

_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY

As per Section 2256.025 of the Local Government Code, the Commissioners' Court of Hidalgo County shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions.

The following list of investment brokers, dealers and pools is being presented to Commissioners' Court for approval on **September 27, 2016**:

First Empire Securities 100 Motor Parkway Hautpauge, New York 11788 Chris Reda (800) 645-5424 creda@1empire.com	**First Public – Lone Star Investment Pool** 12007 Research Boulevard Austin, Texas 78759 Steve Orta (800) 558-8875 steve.orta@firstpublic.com
First SouthWest Company 325 North St. Paul Street, Suite 800 Dallas, Texas 75201 Lisa Duvall / Lindsey Smith (214) 953-8827	**LOGIC** 325 North St. Paul Street, Suite 800 Dallas, Texas 75201-3852 Mica Owens-Weary (800) 895-6442 mica.owens-weary@firstsw.com
Lone Star National Bank 520 East Nolana Avenue McAllen, Texas 78504 David Penoli (956) 781-4321 penolid@lonestarnationalbank.com	**Multi-Bank Securities, Inc.** 2400 E. Commercial Blvd, Suite 812 Ft. Lauderdale, Florida 33308 Fernando J. Pulido (866) 355-0113 fpulido@mbssecurities.com
National Alliance Securities 2245 Texas Avenue, Suite 300 Sugar Land, Texas 77469 J. Howard Le Det (281) 566-2556 hledet@natalliance.com	**Pershing, LLC** One Pershing Plaza Jersey City, New Jersey 07399 Fernando J. Pulido (866) 355-0113 fpulido@mbssecurities.com
PFM Asset Management LLC - Texas Term 221 West 6th Street, Suite 1900 Austin, Texas 78701 Ken Couch (512) 614-5337 couchk@pfm.com	**Plains Capital Bank** 6221 Riverside Drive Ste. 105, Suite 540 Irving, Texas 75039 Tye Barton (214) 252-4053 tbarton@plainscapital.com
Raymond James & Associates, Inc. 5847 San Felipe Road, Suite 1075 Houston, Texas 77057 Debi Jones (713) 840-3602 debi.jones@raymondjames.com	**Robert W. Baird & Co., Inc** 4400 Post Oak Pkwy, Suite 2300 Houston, Texas 77027 Robert Hendrix (877) 792-8150 rhendrix@rwbaird.com
Texas CLASS 717 17th Street, Suite 1850 Denver, Colorado 80202 Danny A. King (800) 707-6242 danny.king@texasclass.com	**TexPool Participant Services** C/O Federated Investors Inc. 1001 Texas Avenue, Suite 1400 Houston, Texas 77002 Dianne Parker (866) 839-7665 dparker@federatedinv.com
TexSTAR 325 North St. Paul Street, Suite 800 Dallas, Texas 75201-3852 Mica Owens-Weary (800) 895-6442 mica.owens-weary@firstsw.com	**Wells Fargo Securities, LLC** 1445 Ross Avenue, Suite 210 Dallas, Texas 75202 Susan Ward (800) 937-0998 wardst@wellsfargo.com

Respectfully submitted,

Norma G. Garcia
Hidalgo County Treasurer, CCT, CIO

HIDALGO COUNTY INVESTMENT POLICY

Norma G. Garcia CCT, CIO

Hidalgo County Treasurer
2810 S. Bus. Hwy. 281
Edinburg, Texas 78539
956-318-2506

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HIDALGO COUNTY INVESTMENT POLICY

I. OBJECTIVES

The Objectives of the Hidalgo County Investment Policy (hereinafter referred to as the "Policy") shall be:

- To set forth the methods, means, and goals of financial investment and debt management operation for Hidalgo County;
- To insure the financial security and optimum liquidity of Hidalgo County funds in a prudent manner at all times;
- To assist Hidalgo County in achieving reasonable market investment of Hidalgo County funds in a prudent manner at all times; and
- To assist Hidalgo County in achieving the maximum interest yield on Hidalgo County funds at all times through methods allowed under federal and state law.

II. STANDARD OF CARE

Hidalgo County investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived and optimum liquidity required for operations in Hidalgo County. Safety shall be the first priority, adequate liquidity the second, and yield the third priority. Individual investments shall be made in a manner consistent with this Policy.

III. INVESTMENT STRATEGY

Hidalgo County maintains a commingled portfolio, which encompasses five specific fund groups with unique needs and considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Each strategy contains the following elements as required in Chapter 2256, Government Code, also known as the Public Funds Investment Act. These elements are: safety of principal, liquidity, types of investment instruments, and marketability.

General Operating Funds

Hidalgo County's investment strategy for General Operating Funds shall be made to ensure that anticipated cash flows are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To insure these objectives, investments will be made in short-term, high quality, highly marketable securities.

Debt Service Funds

Hidalgo County shall utilize an investment policy for Debt Service Funds to generate a dependable revenue stream for the appropriate debt service funds consistent with the Hidalgo County Investment Policy and state law. The primary objective for the investment of Debt Service Funds is to maintain an adequate liquidity to cover the debt service obligation of Hidalgo County on required payment dates. Investments shall not have a stated final maturity date which will exceed the appropriate debt service payment date until that next debt service date is fully funded. Liquidity shall be provided for with short-term, high quality, highly marketable securities. The yield of the portfolio will attempt to match the bond yield and not recognize negative arbitrage.

Capital Projects Funds
Hidalgo County's investment strategy shall be to ensure availability of timely financial resources for the acquisition or construction of major capital facilities. To ensure these funds are available in timely basis, investments will be made with short-term, high quality, highly marketable securities.

Special and Trust Funds
Hidalgo County shall invest Special and Trust Funds in accordance with state law and the Hidalgo County Investment Policy to the maximum ability that such investments may benefit Hidalgo County directly, or utilize said funds in a method that such funds may benefit Hidalgo County indirectly. Yield with safety will be attained through high quality investments, which maintain liquidity in the market.

Proprietary Funds
Hidalgo County's investment strategy for Proprietary Funds shall be made to ensure that anticipated cash flow needs are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To ensure these objectives, investments will be made in short-term, high quality, highly marketable securities.

General Strategy for All Funds
Hidalgo County's investment portfolio shall consist of a variety of securities, which may include any or all of the authorized investments listed in Section VII of this Policy.

It shall be the general practice of Hidalgo County to utilize an investment strategy based on Section II of this Policy - which defines yield objectives - as well as Chapter 2256 of the Government Code. Hidalgo County, acting through its County Treasurer, shall participate in a daily review of its investment position. Investments shall be made after an evaluation of liquidity needs and market rates. If funds are not placed through contracted brokers and/or banks to obtain the highest and best overall portfolio match, then funds shall be invested directly with the depository bank and all related collateral and confirmations shall be confirmed and received within the required time frames pursuant to the County's bank depository contract. If funds are used to purchase any investment other than investment pool funds and mutual funds, settlement will be made on a delivery versus payment basis and the securities placed in safekeeping in the depository bank. Hidalgo County shall in general be conservative in its investment programs consistent with Section VIII. Implementation of this Policy is administered by a qualified, capable investment staff in the County Treasurer's office. The market value of the collateral for all bank time deposit investments shall be no less than 105% of the face/par value of the deposit increased by the amount of any accrued interest.

It is Hidalgo County's intent to hold purchased securities to the stated maturity date and to have invested in such a manner to insure both the safety and liquidity of such transaction. In the event, however, the need arises to sell securities before the stated maturity date, said securities shall be analyzed to determine the appropriate time to liquidate and minimize any potential real or book value loss to Hidalgo County. Hidalgo County is not required to liquidate investments that were authorized investments at the time of purchase, Section 2256.017, Government Code.

The Hidalgo County investment portfolio shall not exceed an average weighted maturity life of one year for the entire investment portfolio and not more than 20% of the portfolio may exceed two years in maturity.

IV. DEPOSIT OF FUNDS

All funds received by officials of Hidalgo County shall be officially deposited with the County Treasurer upon receipt or the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited within three (3) days from the date of collection by said officer, in accordance with state law.

V. INVESTMENT OFFICER

As chief custodian of Hidalgo County funds, the County Treasurer shall be the investment officer for Hidalgo County funds. Unless otherwise authorized by law or order of the Commissioners Court, a person other than the investment officer of Hidalgo County or his/her designated representative, may not deposit, withdraw, invest, transfer or manage in any other manner funds of Hidalgo County. In the administration of the duties of an investment officer, the County Treasurer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of person's own affairs.

Should at any time the County Treasurer (i) have a personal business relationship with a business organization offering to engage in an investment transaction with Hidalgo County, as defined in the Section 2256.005, Government Code, or (ii) be related with the second degree by affinity or consanguinity, as determined under Chapter 573, of the Government Code, to an individual seeking to sell an investment to Hidalgo County, the County Treasurer shall file a statement with the Commissioners Court and the Texas Ethics Commission disclosing that personal business interest or relationship.

It is understood at all times that the control and general fiduciary responsibility of Hidalgo County funds is vested in the Commissioners Court of Hidalgo County and said right of investment or management is extended by the Commissioners Court to the County Treasurer in its behalf. In accordance with Section 113.005, Government Code, the County Investment Officer is not responsible for any loss of the County funds through the failure or negligence of a depository. This section does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

VI. INVESTMENT AUTHORIZATION

In order to allow the maximum flexibility for the investment of Hidalgo County funds, the Hidalgo County Commissioners Court extends the County Treasurer full authority for the investment of Hidalgo County funds per court order approved annually.

The County Treasurer is hereby authorized to utilize internal and external electronic means for investment transactions and to release same as required.

VII. AUTHORIZED INVESTMENTS

In accordance with the authorizing federal and state laws, Hidalgo County's depository banking services contract, and appropriate approved collateral provisions, Hidalgo County may utilize the following methods for the investment of Hidalgo County funds, as allowed in Chapter 2256 of the Government Code:

1. Obligations of the United States or its agencies and instrumentalities with a 3 year maximum maturity.

2. Obligations of the State of Texas or its agencies and instrumentalities with a 3 year maximum maturity.

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States.

   In accordance with the provisions of Section 2256.009(b) of the Government Code, the following (a thru d) are **NOT** authorized investments under this section:

   a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

   b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

   c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

   d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Other obligations, the principal of and interest of which are unconditionally

guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities with a 3 year maximum maturity, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a 3 year maximum maturity.

6. Certificates of deposit issued by a state or national bank, doing business in the State of Texas and insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations described in Section 2256.009(a), Government Code, including mortgage-backed securities directly issued by federal agency or instrumentality, that have a market value of not less than the principal amount of the certificate but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) Government Code; or secured in any other manner and amount provided by law for deposits of the investing entity with a 3 year maximum maturity. In addition, an investment in certificate of deposit made in accordance with the following conditions is an authorized investment: (1) the funds are invested by an investing entity through a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by the investing entity as required by Section 2256.025, Government Code; or a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity; (2) the broker or the depository institution selected by the investing entity arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity; (3) the full amount of the principal and accrued interest of each of the certificate of deposit is insured by the United States or an instrumentality of the United States; and (4) the investing entity appoints the depository institution selected by the investing entity, an entity described in Section 2257.041(d), Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

7. Fully collateralized repurchase agreement authorized under Section 2256.011, Government Code, if the repurchase agreement has a six month maximum maturity unless using a flex repurchase for bond proceeds in which case the maximum maturity should equal the maturity of the bond expenditure plan. Repurchase agreements must have a defined termination date, be secured by a combination of cash and obligations described by Section 2256.009(a)(1), Government Code; and must require the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and must be placed through a primary government securities dealer, as

defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), Government Code, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The terms include a direct security repurchase agreement and reverse security repurchase agreement.

8. Repurchase agreements, as stated above, include reverse repurchase agreements. A reverse repurchase agreement's maturity may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

9. A bankers' acceptance is an authorized instrument under Subchapter 2256.012, Government Code, (1) which has a stated maturity of 180 days or fewer from the date of its issuance; (2) will be, in accordance with its terms liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 10% of the total Hidalgo County Investment Portfolio, and all such endorsing banks shall come only from a list of entities who are constantly monitored as to financial solvency.

10. Commercial paper is an authorized investment if the commercial paper (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least: (a) two nationally recognized credit rating agencies; or (b) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

11. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of $1 for each share and provide Hidalgo County with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set

out above in an amount that exceeds 10% of the total assets of the mutual fund.

12. Hidalgo County may invest its funds and funds under its control through an eligible constant dollar investment pool if the Commissioners' Court by official court order authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

When selecting an investment pool, the County Treasurer shall consider the following criteria:

a. The types of investments in which money is allowed to be invested;

b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;

c. The maximum stated maturity dated any investment security within the portfolio has;

d. The objectives of the pool;

e. The size of the pool;

f. The names of the members of the advisory board of the pool and the dates their terms expire;

g. The custodian bank that will safe keep the pool's assets;

h. Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation;

i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

j. The name and address of the independent auditor of the pool;

k. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;

l. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To be eligible to receive funds from and investments on behalf of Hidalgo County, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

To maintain eligibility to receive funds from and invest funds on behalf of Hidalgo County, an investment pool must furnish to the investment officer the following:

a. Investment transaction confirmations; and

b. A monthly report that contains, at a minimum, the following information:

1) The types and percentage breakdown of securities in which the pool has invested;

2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;

3) The current percentage of the pool's portfolio in investments that have stated maturities more than one year;

4) The book value verses the market value of the tool's portfolio, using amortized cost valuation;

5) The size of the pool;

6) The number of participants in the pool;

7) The custodian bank that is safekeeping the assets of the pool;

8) A listing of daily transaction activity of the entity participating in the pool;

9) The yield and expense ratio of the pool including a statement regarding how yield is calculated;

10) The portfolio managers of the pool;

11) Any changes or addenda to the offering circular.

Hidalgo County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilized at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between .0995 and 1.005.

In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market mutual funds.

If the investment pool operates an Internet website, the information in a disclosure instrument or report described in subsection 2256.016(b), (c)(2), and (f), Government Code, must be posted on the website.

To maintain eligibility to receive funds from and invest funds on behalf of an entity under Chapter 2256, of the Government Code, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public investment pool must have an advisory board composed:

a. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool crated under Chapter 791, Government Code and managed by a state agency; or

b. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

VIII. INVESTMENT IMPLEMENTATION

The County Treasurer may solicit offers for investment of funds from contracted financial brokers and/or banks orally, in writing, electronically, or by any combination of these methods. Hidalgo County funds will generally be placed for investment periods of 1 to 365 days. Funds placed for investment for longer than 365 days shall be upon consultation between the County Treasurer and County Judge or a representative of the Commissioners' Court. Hidalgo County Funds will be invested in time deposits within any bank with which an agreement has been executed, in securities

purchased from contracted broker/dealers, or from time to time in pools or money funds as authorized in this Policy. The Treasurer will utilize controlled disbursement, cash flow analysis and portfolio analysis or similar cash management techniques in the County Treasurer's Office to maximize interest yield on Hidalgo County funds, with funds becoming available as needed to meet the financial needs of Hidalgo County. All investment transactions will be made on the basis of competitive bids and all securities will be cleared on a delivery versus payment basis.

County and District Clerk Trust Funds, and Adult Probation Funds shall be retained in time or interest bearing demand deposits at the Depository Bank or in separate investment pool accounts for the life of the depository contract, unless otherwise ordered by official court order, as earnings credits and compensating balances for Hidalgo County.

At maturity, investments or time deposits shall be returned to their designated Hidalgo County fund, unless otherwise instructed by official court order or as required for immediate re-investment.

The County Treasurer will monitor rating changes in investments purchased. In the event that the minimum rating of an investment does not qualify it as an authorized investment during the period of that investment, the County Treasurer will take all prudent measures to liquidate said investment.

IX. INVESTMENT INSTITUTIONS

The County Treasurer is authorized to utilize the following institutions or groups to facilitate the investment of Hidalgo County funds, consistent with federal and state law and Hidalgo County's banking services depository contract:

1. Authorized depositories.

2. SEC and state or NASD registered broker/dealers.

3. Public Funds Investment Pools based in the State of Texas.

4. Money Market Mutual Funds.

The County Treasurer is authorized to place investment orders on an "as needed" basis with designated financial brokerage firms, banks or contractors with which Hidalgo County maintains a current written contract, authorized by Commissioners Court Order, and consistent with the Investment Policy of Hidalgo County.

Hidalgo County will generally use a request for proposal (RFP) method of securing the services of Hidalgo County and/or Texas based securities and investment firms to serve as contracted financial brokers for Hidalgo County, or may negotiate a contract for such services if recommended by the Hidalgo County Financial Review Committee and approved by the Commissioners' Court. Hidalgo County will from time to time add or delete such firms, to further seek to enhance Hidalgo County's financial position as qualified firms become known to and are recommended by the Hidalgo County Investment Review Committee. All firms selected as financial brokers for Hidalgo County shall

sign an officially approved contractual agreement which must be officially approved by the Commissioners' Court and comply with the Hidalgo County Investment Policy as set forth hereinafter in this Section. The Investment Review committee shall, at least annually, review, revise, and recommend for adoption by the Commissioners' Court a list of qualified brokers that are authorized to engage in investment transactions with Hidalgo County.

A written copy of the Hidalgo County Investment Policy shall be presented to any financial institution offering to engage in an investment transaction with Hidalgo County. The qualified representative of the financial institution offering to engage in an investment transaction with Hidalgo County shall execute a written instrument, which shall indicate the following:

1. The representative and sales personnel have received and reviewed the Hidalgo County Investment Policy; and

2. Acknowledged in writing as approved by Hidalgo County that the financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Hidalgo County and the financial institution that are not authorized by this Policy.

The County Treasurer of Hidalgo County may not acquire or otherwise obtain any authorized investment described in this Policy from a financial institution, bank, or pool which has not delivered to Hidalgo County a written instrument as set forth hereinabove.

X. METHODS OF INVESTMENT

Internal Investments
The County Treasurer is authorized to internally electronically move funds for Hidalgo County investments from currently established funds, plus any newly established Hidalgo County Funds, within the banking services depository.

The County Treasurer is authorized to utilize an internal electronic banking system for the investment of such funds by means of Customer Direct Link (CDL) program, or Hidalgo County checks with the banking services depository.

The purpose of the internal electronic banking system shall be to allow the County Treasurer to shorten float time on investments, for elimination of checks to make investments of funds within Hidalgo County accounts, and to return funds to primary Hidalgo County accounts.

The County Treasurer is authorized to internally electronically move and credit principal, plus interest earnings, to Hidalgo County funds currently established, plus any newly established Hidalgo County funds, as such investments mature.

External Investments
Hidalgo County will generally disburse all funds for investments from the Hidalgo County banking services depository bank by means of a properly authorized check. In accordance with Section

2256.051, Government Code, Hidalgo County may use an electronic funds transfer to invest all funds collected or controlled by Hidalgo County. Such program shall be under guidelines established and mutually agreeable between the County Auditor, County Treasurer, and banking services depository bank wire transfer agreement.

The County Treasurer is authorized to electronically wire Hidalgo County funds for investment purposes from currently established Hidalgo County funds, plus any newly established Hidalgo County funds, to authorized investment institutions as indicated under Section IX of this Policy, and in accordance with procedures mutually established with the County Auditor on a delivery versus payment basis. The County Treasurer is further authorized to accept electronically all Hidalgo County maturities including principal and interest as such investments mature, for the proper internal disbursement to Hidalgo County funds.

XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The Hidalgo County Treasurer shall select the type of securities pledged to secure Hidalgo County funds. Additionally, withdrawal, or substitution of collateral for Hidalgo County funds shall be subject to prior official approval of the Hidalgo County Treasurer. The initial amount of securities to be pledged against Hidalgo County shall be adequate to fully collateralize the funds of Hidalgo County according to the State laws of Texas and shall continuously remain as such. The amount is subject to change as investments fluctuate in which case the collateral may be reduced with the approval of the County Treasurer.

The investment of any Hidalgo County funds shall be collateralized consistent with Federal and state law, Hidalgo County's banking services depository contract, and the Hidalgo County Investment Policy without exception, in one or more of the following manners:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;

2. An Obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;

3. An Obligation, the principal of and interest of which are unconditionally guaranteed by the United States;

4. An Obligation of an Agency or Instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality; however, obligations of the nature described in Section 2256.009(b), Government Code, shall not be eligible for use as collateral for any Hidalgo County funds; or

5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency that has current rating of not less than A or its equivalent.

Furthermore, all collateral must have an expected weighted average life of 10 years or less and does not constitute a high-risk mortgage security.

XII. LEVEL OF COLLATERAL

The market value of the pledged securities securing the time and demand deposits of public funds for Hidalgo County shall be in an amount at least equal to 105% of the amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government. The County Treasurer will maintain a monitoring program to establish the market value of such collateral, as best available, for the security of Hidalgo County funds.

XIII. POSSESSION OF COLLATERAL

All Securities pledged to secure time and demand deposits of Hidalgo County funds shall be held at an independent third party bank outside of the pledging bank and approved by Hidalgo County as defined in Hidalgo County banking services depository contracts. For investments made with an external broker or outside the bank depository, securities and collateral will be held by an independent third party. Delivery of collateral shall be made to the party holding such on County's behalf for safekeeping not later than 1:00 P.M. CST on the same day of a trade. All brokers and/or banks shall indicate "County of Hidalgo" on all transaction details.

The independent third party safekeeping bank used for bank collateral and the depository bank acting as safekeeping agent for securities purchased externally shall immediately provide an original safekeeping receipt of the securities and/or surety bonds to the County Treasurer on behalf of the Commissioners Court evidencing the deposit of said securities. When the pledged securities and/or surety bonds held by the custodians are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the custodians issue to Hidalgo County through the County Treasurer shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the party pledging the securities. All participants in the investment or holding of collateral for Hidalgo County investments must provide the County Treasurer with a confirmation of trade and safekeeping receipt for county securities and collateral on the same day of the transaction without exception. Banks shall not hold collateral for Hidalgo County investments made at or through said institution.

XIV. INVESTMENT REPORTS

Not less than quarterly the County Treasurer shall prepare and submit to the Commissioners Court a written report of Hidalgo County's investment transactions for the preceding reporting period, in addition to other information that may be required by Hidalgo County. The report shall contain:

1. A detail of the investment position of Hidalgo County on the date of the report;

2. A summary statement of each pooled fund group that states the beginning market value for the reporting period the ending market value for the period, and fully accrued interest for the reporting period;

3. The book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

4. The maturity date of each separately invested asset that has a maturity date;

5. The account or fund or pooled group fund of Hidalgo County from which each individual investment was acquired; and

6. Compliance of the Hidalgo County Investment Portfolio as it relates to the investment strategy expressed in Section III, Investment Strategy of this Policy, as well as other relevant provisions of the Policy.

The report shall be signed by the County Treasurer and accepted by Commissioners' Court as indicated in Section XIV of this policy.

Hidalgo County shall have performed as a part of its annual external financial audit a compliance audit of management controls on investments and adherence to Hidalgo County's established investment policies. The External Auditor shall also formally review the quarterly investment report and the results of the review shall be reported to the Commissioners' Court by the auditor.

XV. CONTINUING EDUCATION

It is recommended that each member of Commissioners Court shall attend at least one training session relating to the person's responsibilities under Chapter 2256 of the Government Code, within six (6) months after taking office.

The County Treasurer and any designated investment officer shall attend at least 10 hours investment training in accordance with the Public Funds Investment Act within 12 months of taking office and 10 hours training within every two-year period as required by Section 2256.008(a), Government Code. Training under this section must include education in investment controls, security risks, strategy risks, market risks, and compliance with this chapter.

XVI. FINANCIAL REVIEW COMMITTEE

There shall be a Hidalgo County Investment Review Committee which shall consist of the County Treasurer as Chairman, County Judge and Budget Officer. As required, the Hidalgo County Financial Advisor (if any) may serve as an Ex-Officio member of the Committee.

The Committee shall be charged with reviewing the general financial management of Hidalgo County funds and debt and asset management programs and making recommendations on such items to the Commissioners' Court. The Hidalgo County Investment Review Committee shall also deal with and coordinate the efforts of the Hidalgo County Financial Advisor (if any) and Hidalgo County Bond Counsel, and other related individuals/organizations, to develop and/or enhance Hidalgo County financial procedures, implement Hidalgo County bond sales, or establish recommended policy for the Commissioners Court concerning the working relationship and duration of such relationship with such groups, as well as any other financially-related matters that may be referred to the Committee from time to time by Commissioners Court.

In view of constant and enhanced financial and banking techniques which may prove beneficial to the Objectives of the Hidalgo County Investment Policy as herein set forth, the Hidalgo County Investment Review Committee will monitor such changes to determine required adjustments in the Hidalgo County Investment Policy.

XVII. REVIEW OF POLICY

The Hidalgo County Commissioners' Court shall review these Policies and the County's investment strategies at least annually. Following such review, the Commissioners' Court shall adopt a written Order stating that it has reviewed the investment policy and investment strategies and setting forth any changes made to either the investment policy or investment strategy.

ADOPTED: September 27, 2016
Date

AI-56502 **District Attorney** **8. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Coordinator and Liaison Grant (VCLG) (1281):
Approval to ratify electronic signature submitted on-line for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2017 contract.

BACKGROUND

Approval to ratify electronic signature submitted on-line for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2017 prior to contract being received and awarded. Signature was requested by the Office of the Attorney General to expedite the process of awarding the funds.

Approval to submit grant application for FY2016 & FY2017. - AI#49655 May 19, 2015

Approval to accept 1st Fiscal Year (Sept. 1, 15 to Aug. 31, 16) - AI#51036 September 1, 2015

Approval of Budget Adjustment for 1st Fiscal Year. - AI#54996 June 14, 2016

Approval of Budget Adjustment for 2nd Fiscal Year prior to receiving/accepting new Fiscal Year.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 04:48 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Ramiro Sendejo Started On: 09/20/2016 03:15 PM

Final Approval Date: 09/23/2016

AI-56577 **Constables** **9. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Armando Campos, CONSTABLE PCT. #2

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2:
Discussion, consideration and approval to appoint Lombardo J. Guerra as Deputy Constable by Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

This position was approved on 8/30/16 - AI #56035
Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1285-421-00-292-018-6-XXX

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

BUDGETARY IMPACT:

Position will be funded from the Texas Tropical Behavioral Health and Valley Baptist Legacy Foundation slot no. 0001 (vacant slot).

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 11:27 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Monica Badillo		Started On: 09/23/2016 11:24 AM

Final Approval Date: 09/23/2016

AI-56477 **Constables** **9. B.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Raquel Ramos, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - STOP Truancy (1285):
1. Approval of certification of revenues, as certified by the County Auditor.
2. Approval of appropriation of funds (school districts and local match)
3. Approval to revise the salary schedule.

BACKGROUND

Please reference Agenda Items 55485 (CC 07/26/16) & 55853 (CC 08/16/16).

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1285-421-00-293-005-7-XXX

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

BUDGETARY IMPACT:

Agreements to be effective 09-01-16 to 08-31-17 for FY 2017 (2016-2017 School Year)

50% Funding from District:
La Joya ISD: $35,396.66
Mission CISD: $70,640.45
Total: $106,037.11

50% funding provided by school districts: Mission CISD and La Joya ISD; total appropriation is $212,074.22 (school district funding and cash match)
Cash match $106,037.11

AI-56601 CC 09/27/16 - Transfer to fund the total local match required

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Attachments

LA JOYA ISD INTERLOCAL
Mission ISD Amendment
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 08:57 AM

Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Raquel Ramos		Started On: 09/20/2016 08:21 AM
Final Approval Date: 09/23/2016		

FILED
AT 3:00 O'CLOCK P M
AUG 16 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN LA JOYA INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the 26th day of July, 2016, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", by and through **CONSTABLE PRECINCT #3** pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act, (the "Act") Chapter 791, Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the District is organized as an Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities, which assist and benefit the youth and general community; and

WHEREAS, an Interlocal Agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003(4) and (5) of the Local Government Code, as any corporate and political entity organized under state law, and

WHEREAS, the District seeks to increase the safety and security for faculty, students, and members of the community; and

WHEREAS, the County and District have a common interest in reducing crimes committed by juveniles and reducing juvenile delinquency behavior and increasing school attendance; and

WHEREAS, the District has requested that a County peace officer be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer would be appropriate;

NOW, THEREFORE, County and District, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, County and District agree as follows:

1. County by and through the Constable Precinct #3 will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue to provide security and support at the District. The County peace officer shall use his best efforts to address crimes

committed by juveniles and reduce juvenile delinquency behavior as well as assist the District in their efforts to increase school attendance.

2. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties required by law, other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. **Term**. The period of performance of this Agreement shall commence on September 1, 2016 and terminate on August 31, 2017. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

6. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday in lieu thereof "at such other times agreed by District and County".

7. **Time Off**. The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

8. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The County shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

9. Each party shall contribute one-half of the costs associated with administering the performance of this Agreement at the District; upon the County's receipt of payment from the District, the County shall fund the amount of Thirty Five Thousand and Three Hundred and Ninety Six and 66/100 Dollars ($35,396.66) for its one-half share of the cost associated with assigning a peace officer pursuant to the terms and conditions described herein.

10. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Thirty Five Thousand and Three Hundred and Ninety Six and 66/100 Dollars ($35,396.66) as consideration to the County for the continued performance of the Agreement by County at the District.

11. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

12. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

13. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

15. **No Waiver.** No waiver by 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.

16. **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 County and District, and not otherwise.

17. **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.

18. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	La Joya Independent School District Attention: Dr. Aida T. Benavides, Superintendent 200 W. Expressway 83 La Joya, Texas 78560
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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.

19. **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.

20. **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.

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

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

23. **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.

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

25. **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.

26. **No Waiver of Governmental Immunity**. Neither County nor District, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and District have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

27. **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 and effective as of the day and year first written above.

LA JOYA INDEPENDENT SCHOOL DISTRICT

Johnn V. Alaniz, President, Board of Trustees

ATTEST:

Oscar "Coach" Salinas, Secretary, Board of Trustees

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

APPROVED BY COMMISSIONERS' COURT ON: 7/26/16

Arturo Guajardo. Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED AS TO FORM:

Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

BY: _____
Josephine Ramirez-Solis
Assistant District Attorney

AT 3:00 O'CLOCK P M

AUG 16 2016

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY NEC DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO, TEXAS

THIS First Amended Interlocal Cooperation Agreement, hereinafter referred to as "Agreement" is made on this the 16th day of August, 2016, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", by and through HIDALGO COUNTY CONSTABLE PRECINCT #3, hereinafter referred to as Constable Precinct #3 pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act, (the "Act") Chapter 791, Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the District is organized as an Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities, which assist and benefit the youth and general community; and

WHEREAS, an Interlocal Agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003(4) and (5) of the Local Government Code, as any corporate and political entity organized under state law, and

WHEREAS, District seeks to increase the safety and security for faculty, students, and members of the community; and

WHEREAS, County and District have a common interest in reducing crimes committed by juveniles and reducing juvenile delinquency behavior and increasing school attendance; and

WHEREAS, District has requested that two (2) County peace officers be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer or officers would be appropriate;

NOW, THEREFORE, County and District, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, County and District agree as follows:

County by and through the Constable Precinct #3 will, pursuant to its applicable personnel policies, rules, and procedures, hire two (2) commissioned peace officers and the necessary support staff to continue to provide security and support at the District. The County peace officers shall use their best efforts to address crimes committed by juveniles and reduce juvenile delinquency behavior as well as assist the District in its efforts to increase school attendance.

During the term this Agreement, such peace officers at all times, shall remain and be treated as an employees of County and shall be subject to all applicable personnel policies, rules, and procedures of County.

In addition to the duties identified in paragraph 1 herein, County agrees that such peace officers assigned to District shall use their best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer or officers would be appropriate. However, the peace officers shall use their sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such a peace officer or officers. District agrees that County shall not be liable for failure to respond to any incident at a District campus or facility.

The parties agree that the peace officers will not be required to perform any school administrative duties required by law, other than those identified herein, nor will the peace officers be required to perform the duties of a District security guard.

Term. The period of performance of this Agreement shall commence on September 1, 2016 and terminate on August 31, 2017. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

Work Hours. The peace officers shall be assigned to District business from 8:00 a.m. to 5:00 p.m., Monday through Friday or lieu thereof "at such other times as agreed by District and County".

Time Off. County agrees to notify District's Human Resources Department when either peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

The County, through Constable Precinct #3, may, but is not required to, consult with District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative Constable Precinct #3. However, should the District believe that either peace officer is not fulfilling their job duties or meeting the District's expected performance standards under this Agreement, District shall notify the Constable Precinct #3 with specific information regarding such non-performance. County shall, within fifteen (15) days, correct the unsatisfactory performance. Should County fail to correct or address District's non-performance concerns, District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to County.

Each party shall contribute one-half of the costs associated with administering the performance of this Agreement at the District; upon County's receipt of payment from the District, the County shall fund the amount of Seventy Thousand Six Hundred and Forty and 45/100 Dollars ($70,640.45) for its one-half share of the costs associated with assigning the peace officers pursuant to the terms and conditions described herein.

). Within fifteen (15) days of receiving an invoice from County, District agrees to pay to County one match payment in the amount of Seventy Thousand Six Hundred and Forty and 45/100 Dollars ($70,640.45) as consideration to the County for the continued implementation of the Agreement at the District.

1. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

2. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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 and provision of this Agreement and any present or future law, ordinance, or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

4. **No waiver.** No waiver by any party hereto 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.

5. **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 County and District, 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 OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICITION IN HIDALGO COUNTY, 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 District: Mission Consolidated Independent School District
Attention: Dr. Ricardo López, Superintendent
1201 Bryce Drive
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
PO Box 1356
Edinburg, Texas 78540-1356

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78574

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.

18. **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.

19. **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.

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

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

22. **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.

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

24. **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.

25. **No Waiver of Governmental Immunity**. Neither County nor District, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and District have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

26. **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 and effective as of the day and year first written above.

MISSION CONSOLIDATED INDEPENDENT

SCHOOL DISTRICT

Patricia O'Cana-Olivarez, President, Board of Trustees

ATTEST:

Petra B. Ramirez, Secretary, Board of Trustees

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT ON: 8/16/16

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED AS TO FORM:

Office of Criminal District Attorney, Ricardo Rodriguez, Jr.,

BY: _____

Josephine Ramirez-Solis
Assistant District Attorney

DATE: September 23, 2016

DEPARTMENT HEAD: Constable Lazaro Gallardo , Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3 STOP Truancy

ACCOUNT NUMBER: 6-1285-421-00-293-005-7-XXX

Contact Person Raquel Ramos Ph#: 956-205-7031

2016
Appropriation

AI 56477

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1285-421-00-293-005-7- 113	STOP Truancy-	Reg F/T Employees	152,221.88
6-1285-421-00-293-005-7- 115	STOP Truancy-	Longevity Pay	780.00
6-1285-421-00-293-005-7 117	STOP Truancy-	Supplemental Pay	4,200.00
6-1285-421-00-293-005-7 211	STOP Truancy-	Health Insurance	18,768.00
6-1285-421-00-293-005-7 212	STOP Truancy-	Life Insurance	112.68
6-1285-421-00-293-005-7 220	STOP Truancy-	FICA	12,055.00
6-1285-421-00-293-005-7 230	STOP Truancy-	Retirement	18,074.62
6-1285-421-00-293-005-7 250	STOP Truancy-	Unemployment Comp	945.49
6-1285-421-00-293-005-7 260	STOP Truancy-	Workers Comp	4,916.55
	Total Appropriations		**212,074.22**
6-1285-337-00-293-001-7- 000	STOP-	Mission ISD Revenues	70,640.45
6-1285-337-00-293-002-7- 000	STOP-	La Joya ISD Revenues	35,396.66
6-1285-391-01-000-100-7- 000	Transfers In-	General Fund **(DO NOT POST)**	106,037.11
	Total Revenues		**212,074.22**
6-1100-491-01-000-285-7- 891	Transfers Out-	Grants Lvl 5 **(DO NOT POST)**	106,037.11
		TOTAL APPROPRIATION	**212,074.22**

REASON:

Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2017. Grant period is from 9-1-16 to 8-31-17. **Total county cash match is $106,037.11.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56313 **Budget and Management** **10. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Sandra Jara, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Public hearing on the 2017 Proposed Budget as per Texas Local Government Code 111.067.
2. Discussion, consideration, and action on changes and corrections to the 2017 Proposed Budget.
3. Approval to set salaries, allowances, and other compensation for Fiscal Year 2017.
4. Adoption of the 2017 Annual Budget at the Departmental Level.

BACKGROUND

Fiscal Impact

Attachments

budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/22/2016 02:35 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Sandra Jara		Started On: 09/09/2016 11:07 AM
Final Approval Date: 09/23/2016		

2017
Budget Process

Department of Budget and Management

County of Hidalgo

WORKSHOP #7

September 27, 2016

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HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

General Fund Budget

As of September 27, 2016

2016 Adopted Budget:	**$ 189,336,719**
Personnel Actions Approved after 2016 Adopted Budget	**$ 3,058,908**
2017 Base Budget: Operating Expenses @2016 Adopted Budget Level	**$ 192,395,627**

Budget Increases:	**Requested Increase**		**Adopted Budget**	
COLA 2%	2,176,643	2%	-	0%
Personnel Requests	2,665,251		1,476,753	
Judicial Pay Plan	-		87,796	
Health Insurance	1,727,040		376,029	
Law Enforcement Step Increase	1,121,964		-	
Living Wage (Minimum $12 hourly rate)	218,457		191,793	
Other Public Defense	1,000,000		(186,905)	
Contingency	880,686		348,087.84	
Visiting Judges	325,000		100,000	
VIDA	125,000		187,500	
Jail Room and Board	-		(400,000)	
Gasoline	-		(982,814)	
Juvenile Bootcamp	-		1,172,727	
Other Operating Expenses	11,176,618		(497,424.00)	
Total Increases:	**21,416,659**		**1,873,543**	
2017 Budget:	**$ 213,812,286**		**$ 194,269,169.84**	
Estimated Revenues:	**$ 194,269,170**		**$ 194,269,169.84**	
Budgeted Deficit:	**$ (19,543,116)**		**$ -**	

Estimated Fund Balance - 12/31/2016	**28,548,588**
% Unassigned Fund Balance/Budget	**14.70%**

HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

2017 Proposed Salary vs. 2017 Adopted Salary

As of September 27, 2016

2017 - Proposed					2017 - Adopted				
Fund	Department Name	Slot	Position Title	2017 Proposed Salary	Slot	Position Title	2017 Adopted Salary	Variance	Reason
1100	CO JUDGE	0003	ASSISTANT CHIEF ADMINISTRATOR	$73,684.00	0003	ASSISTANT CHIEF OF STAFF	$72,141.00	(1,543.00)	Rescind Action
1100	CO JUDGE	0018	EXECUTIVE ASSISTANT II	$50,593.00	0018	EXECUTIVE ASSISTANT II	$49,595.00	(998.00)	Rescind Action
1100	CO JUDGE	0029	ADMINISTRATIVE ASSISTANT III	$37,875.00	0029	ADMINISTRATIVE ASSISTANT III	$37,132.00	(743.00)	Rescind Action
1100	IT DEPARTMENT	0015	TECHNICAL SPECIALIST I	$36,116.00	0015	ADMINISTRATIVE ASSISTANT III	$36,116.00	-	Title Correction
1100	IT DEPARTMENT	0013	ACCOUNTS PAYABLE	$37,042.00	0013	ADMINISTRATIVE ASSISTANT II	$37,042.00	-	Title Correction
1100	COUNTY CLERK	0003	ASSISTANT CHIEF DEPUTY	$72,472.00	0003	CHIEF OF OPERATIONS	$72,472.00	-	Title Correction
1100	PLANNING	0009	ADMINISTRATIVE ASSISTANT III	$36,116.00	0009	ADMINISTRATIVE ASSISTANT IV	40,016.00	3,900.00	Reclassification Correction
1100	HEALTH DEPARTMENT	0006	SYSTEM SUPPORT MANAGER	$76,924.00	0006	DIRECTOR OF OPERATIONS	$76,924.00	-	Title Correction
1100	EXECUTIVE OFFICE	0015	ADMINISTRATIVE ASSISTANT V	$50,491.00			$0.00	(50,491.00)	Transferred to Nuisance Abatement Program
1100	EXECUTIVE OFFICE	0019	COUNTY OPERATIONS ADMINISTRATOR	$89,495.00			$0.00	(89,495.00)	Transferred to Nuisance Abatement Program
1100	ENVIROMENTAL COMPLIANCE	0002	ENVIRONMENTAL COMPLIANCE MONITOR I	$36,453.00			$0.00	(36,453.00)	Transferred to Nuisance Abatement Program
1100	ENVIROMENTAL COMPLIANCE	0003	ENVIRONMENTAL COMPLIANCE MONITOR II	$41,162.00			$0.00	(41,162.00)	Transferred to Nuisance Abatement Program
1100	ENVIROMENTAL COMPLIANCE	0005	ENVIRONMENTAL COMPLIANCE MONITOR I	$36,453.00			$0.00	(36,453.00)	Transferred to Nuisance Abatement Program
1100	ENVIROMENTAL COMPLIANCE	0006	ENVIRONMENTAL COMPLIANCE MONITOR I	$36,453.00			$0.00	(36,453.00)	Transferred to Nuisance Abatement Program
1100	NUISANCE ABATEMENT PRGRM				0001	COUNTY OPERATIONS ADMINISTRATOR	$89,495.00	89,495.00	Transferred from Executive Office
1100	NUISANCE ABATEMENT PRGRM				0002	ENVIRONMENTAL COMPLIANCE MONITOR II	$41,162.00	41,162.00	Transferred from Executive Office
1100	NUISANCE ABATEMENT PRGRM				0003	ENVIRONMENTAL COMPLIANCE MONITOR I	$36,453.00	36,453.00	Transferred from Executive Office
1100	NUISANCE ABATEMENT PRGRM				0004	ENVIRONMENTAL COMPLIANCE MONITOR I	$36,453.00	36,453.00	Transferred from Executive Office
1100	NUISANCE ABATEMENT PRGRM				0005	ENVIRONMENTAL COMPLIANCE MONITOR I	$36,453.00	36,453.00	Transferred from Executive Office
1100	NUISANCE ABATEMENT PRGRM				0006	ADMINISTRATIVE ASSISTANT V	$50,491.00	50,491.00	Transferred from Executive Office
1100	ENVIROMENTAL COMPLIANCE	0001	ENVIRONMENTAL COMPLIACE COORDIANTOR	$80,980.00			$0.00	(80,980.00)	Transferred to Planning Department
1100	ENVIROMENTAL COMPLIANCE	0004	ADMINISTRATIVE ASSISTANT III	$33,752.00			$0.00	(33,752.00)	Transferred to Planning Department
1100	PLANNING				TBD	ENVIRONMENTAL COMPLIACE COORDIANTOR	$80,980.00	80,980.00	Transferred from Executive Office
1100	PLANNING				TBD	ADMINISTRATIVE ASSISTANT III	$33,752.00	33,752.00	Transferred from Executive Office

PERSONNEL RELATED ITEMS - COMM COURT MEETING 9/27/2016:

AI# 56542

AI# 56405

If items are approved, they will be added to the Adopted Salary Schedule

HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

General Fund Budget - Proposed Vs. Adopted

Total by Department

As of September 27, 2016

DEPARTMENT NAME	2017 PROPOSED BUDGET	2017 ADOPTED BUDGET	IN./DEC.	REASON
92ND DC	$422,284.00	$422,284.00	0.00	
93RD DC	$422,284.00	$422,284.00	0.00	
139TH DC	$422,284.00	$422,284.00	0.00	
206TH DC	$461,339.00	$461,339.00	0.00	
275TH DC	$422,284.00	$422,284.00	0.00	
332ND DC	$422,284.00	$422,284.00	0.00	
370TH DC	$422,284.00	$422,284.00	0.00	
389TH DC	$422,284.00	$422,284.00	0.00	
398TH DC	$422,284.00	$422,284.00	0.00	
430TH DC	$422,284.00	$422,284.00	0.00	
449TH DC	$422,284.00	$422,284.00	0.00	
CCL#1	$556,045.00	$556,045.00	0.00	
CCL#2	$547,460.00	$547,460.00	0.00	
CCL#3 - PROBATE COURT	$649,670.00	$649,670.00	0.00	
CCL#4	$549,010.00	$549,010.00	0.00	
CCL#5	$547,460.00	$547,460.00	0.00	
CCL#6	$547,460.00	$547,460.00	0.00	
CCL#7	$547,460.00	$547,460.00	0.00	
CCL#8	$547,460.00	$547,460.00	0.00	
MASTER COURT	$132,872.00	$132,872.00	0.00	
MASTER CRT II	$130,294.00	$130,294.00	0.00	
13TH CRT OF APP	$2,964.00	$2,964.00	0.00	

HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

General Fund Budget - Proposed Vs. Adopted

Total by Department

As of September 27, 2016

DEPARTMENT NAME	2017 PROPOSED BUDGET	2017 ADOPTED BUDGET	IN./DEC.	REASON
AUXILIARY COURT	$371,845.00	$371,845.00	0.00	
CHILD PROTECTION COURT	$81,209.00	$81,209.00	0.00	
JP PRESERVATION OF VITAL STATISTICS	$500.00	$500.00	0.00	
JP PCT 1/PL 1	$427,144.00	$427,144.00	0.00	
JP PCT 1/PL 2	$427,863.00	$427,863.00	0.00	
JP PCT 2/PL 1	$419,449.00	$419,449.00	0.00	
JP PCT 2/PL 2	$418,539.00	$421,403.00	2,864.00	Budget Correction
JP PCT 3/PL 1	$414,643.00	$417,507.00	2,864.00	Budget Correction
JP PCT 3/PL 2	$425,217.00	$428,081.00	2,864.00	Budget Correction
JP PCT 4/PL 1	$456,132.00	$456,132.00	0.00	
JP PCT 4/PL 2	$446,734.00	$446,734.00	0.00	
INDIGENT DEFENSE	$434,281.00	$434,281.00	0.00	
CRIM DA	$8,213,494.00	$8,213,494.00	0.00	
DA CIVIL LITIGATION	$625,299.00	$625,299.00	0.00	
DA BOND FORFEITURE COMM	$220,951.00	$220,951.00	0.00	
DIST CLERK	$3,650,116.00	$3,650,116.00	0.00	
5TH ADM JUDICIAL REGION	$108,800.00	$108,800.00	0.00	
VISITING JUDGES	$100,000.00	$100,000.00	0.00	
DOMESTIC RELATIONS	$43,798.00	$43,798.00	0.00	
CC & DC E-FILING	$245,000.00	$245,000.00	0.00	
GRAND JURY	$51,460.00	$51,460.00	0.00	
JURY FEES	$800,000.00	$800,000.00	0.00	

HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

General Fund Budget - Proposed Vs. Adopted

Total by Department

As of September 27, 2016

DEPARTMENT NAME	2017 PROPOSED BUDGET	2017 ADOPTED BUDGET	IN./DEC.	REASON
PUBLIC DEFENDER	$1,366,434.00	$1,366,434.00	0.00	
PUBLIC DEFENSE	$4,370,667.00	$4,370,667.00	0.00	
CHILD WELFARE DEFENSE	$1,250,000.00	$1,250,000.00	0.00	
OTHER PUBLIC DEFENSE	$300,000.00	$300,000.00	0.00	
CO JUDGE	$1,303,304.00	$1,299,365.00	(3,939.00)	Rescind Personnel Actions
PUBLIC AFFAIRS	$352,497.00	$352,497.00	0.00	
EXECUTIVE OFFICE	$838,214.00	$654,776.00	(183,438.00)	Personnel Actions
CO COMM	$784,068.00	$784,068.00	0.00	
ELECTIONS	$2,198,138.00	$2,198,138.00	0.00	
GENERAL FUND APPRAISING FEES	$1,904,358.00	$1,904,358.00	0.00	
CO WIDE ADM	$1,879,226.00	$1,863,295.84	(15,930.16)	To balance budget
BAIL BOND BOARD	$10,500.00	$10,500.00	0.00	
INFO TECH	$1,653,355.00	$1,653,355.00	0.00	
IT COUNTYWIDE	$1,273,220.00	$1,273,220.00	0.00	
INDEPENDENT AUDIT	$155,000.00	$155,000.00	0.00	
BUDGET & MANAGEMENT	$1,342,696.00	$1,342,696.00	0.00	
TAX OFF	$7,868,031.00	$7,868,031.00	0.00	
SCOFFLAW PROG	$201,965.00	$201,965.00	0.00	
CO TREASURER	$972,728.00	$972,728.00	0.00	
PURCHASING	$1,912,639.00	$1,912,639.00	0.00	
ARBITRAGE CALC	$7,200.00	$7,200.00	0.00	
CO AUDITOR	$3,018,305.00	$3,018,305.00	0.00	

HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

General Fund Budget - Proposed Vs. Adopted

Total by Department

As of September 27, 2016

DEPARTMENT NAME	2017 PROPOSED BUDGET	2017 ADOPTED BUDGET	IN./DEC.	REASON
GENERAL LITIGATION	$1,042,291.00	$1,042,291.00	0.00	
CO CLERK	$3,448,718.00	$3,448,718.00	0.00	
CO CLERK RECORD ARCHIVE	$749,506.00	$749,506.00	0.00	
CO CLERK PRESERVATION OF VITAL STATISTICS	$13,000.00	$13,000.00	0.00	
CIVIL SERVICE	$72,051.00	$72,051.00	0.00	
HUMAN RESOURCES	$772,409.00	$772,409.00	0.00	
INSURANCE	$2,323,223.00	$2,323,223.00	0.00	
PLANNING	$1,194,700.00	$1,350,371.00	155,671.00	Personnel Actions
PCT4 SAN CARLOS CRC SUNFLOWER	$450.00	$450.00	0.00	
PCT4 EMERGENCY SRV LINN-SAN MANUEL	$11,100.00	$11,100.00	0.00	
FACILITIES MANAGEMENT	$4,419,235.00	$4,419,235.00	0.00	
FACILITIES MGMT CO WIDE	$1,859,456.00	$1,859,456.00	0.00	
SAFETY	$841,715.00	$841,715.00	0.00	
MAILING SERVICES	$49,763.00	$49,763.00	0.00	
ENVIRONMENTAL COMPLIANCE	$372,475.00	$0.00	(372,475.00)	Transferred to new account
AUTOPSIES	$882,241.00	$882,241.00	0.00	
CO WIDE LAW ENF	$59,000.00	$59,000.00	0.00	
TX DPS	$206,897.00	$206,897.00	0.00	
SHERIFF	$26,724,364.00	$26,724,364.00	0.00	
CO WIDE COMM SYSTEM	$1,068,179.00	$1,068,179.00	0.00	
CONSTABLE PCT.1	$1,219,918.00	$1,219,918.00	0.00	
CONSTABLE PCT.2	$1,160,090.00	$1,160,823.00	733.00	Budget Correction

HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

General Fund Budget - Proposed Vs. Adopted

Total by Department

As of September 27, 2016

DEPARTMENT NAME	2017 PROPOSED BUDGET	2017 ADOPTED BUDGET	IN./DEC.	REASON
CONSTABLE PCT.3	$1,373,246.00	$1,376,179.00	2,933.00	Budget Correction
CONSTABLE PCT.4	$1,393,685.00	$1,396,619.00	2,934.00	Budget Correction
FIRE MARSHAL	$860,270.00	$860,270.00	0.00	
ALAMO FD	$46,125.00	$46,125.00	0.00	
ALTON FD	$111,725.00	$111,725.00	0.00	
DONNA FD	$34,175.00	$34,175.00	0.00	
EDCOUCH FD	$21,450.00	$21,450.00	0.00	
EDINBURG FD	$246,900.00	$246,900.00	0.00	
ELSA FD	$77,475.00	$77,475.00	0.00	
HIDALGO FD	$13,650.00	$13,650.00	0.00	
LA JOYA FD	$76,675.00	$76,675.00	0.00	
LA VILLA FD	$2,375.00	$2,375.00	0.00	
LINN-SAN MANUEL FD	$41,150.00	$41,150.00	0.00	
MCALLEN FD	$14,350.00	$14,350.00	0.00	
MERCEDES FD	$56,775.00	$56,775.00	0.00	
MISSION FD	$32,600.00	$32,600.00	0.00	
MONTE ALTO FD	$43,025.00	$43,025.00	0.00	
PALMVIEW FD	$68,175.00	$68,175.00	0.00	
PHARR FD	$2,600.00	$2,600.00	0.00	
SAN JUAN FD	$9,800.00	$9,800.00	0.00	
WESLACO FD	$151,050.00	$151,050.00	0.00	
SULLIVAN FD	$3,300.00	$3,300.00	0.00	

HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

General Fund Budget - Proposed Vs. Adopted

Total by Department

As of September 27, 2016

DEPARTMENT NAME	2017 PROPOSED BUDGET	2017 ADOPTED BUDGET	IN./DEC.	REASON
ADULT PROB	$84,305.00	$84,305.00	0.00	
DRUG COURT	$108,720.00	$108,720.00	0.00	
ALT INCARCERATION PRG.	$381,845.00	$381,845.00	0.00	
JAIL	$26,855,936.00	$26,855,936.00	0.00	
JUVENILE COURT INTAKE	$1,792,102.00	$1,792,102.00	0.00	
JUVENILE DIR SUPERVISION	$924,003.00	$924,003.00	0.00	
JUVENILE YS	$120,000.00	$120,000.00	0.00	
JUVENILE MHA	$22,000.00	$22,000.00	0.00	
JUVENILE COMM BASED GEN	$149,145.00	$149,145.00	0.00	
JUVENILE COMM BASED MNTL H	$130,966.00	$130,966.00	0.00	
JUVENILE PANS	$1,022,673.00	$1,022,673.00	0.00	
JUVENILE PAS	$1,517,627.00	$1,517,627.00	0.00	
JUVENILE BOOT CAMP PAS	$2,523,994.00	$2,523,994.00	0.00	
JUVENILE DETENTION PRE ADJ	$4,840,264.00	$4,840,264.00	0.00	
JUVENILE BOOT CAMP RES MH	$78,649.00	$78,649.00	0.00	
EMERGENCY MGMT	$546,560.00	$546,560.00	0.00	
TRAFFIC ENGINEERING	$92,200.00	$92,200.00	0.00	
PCT.1 SANITATION	$1,722,071.00	$1,722,071.00	0.00	
PCT.2 SANITATION	$889,181.00	$889,181.00	0.00	
PCT.3 SANITATION	$2,485,452.00	$2,485,452.00	0.00	
PCT.4 SANITATION	$1,247,528.00	$1,247,528.00	0.00	
NUISANCE ABATEMENT PROGRAM	$0.00	$404,919.00	404,919.00	Personnel Actions/New account

HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

General Fund Budget - Proposed Vs. Adopted

Total by Department

As of September 27, 2016

DEPARTMENT NAME	2017 PROPOSED BUDGET	2017 ADOPTED BUDGET	IN./DEC.	REASON
HEALTH ADM	$2,287,472.00	$2,287,472.00	0.00	
HEALTH CLINICS	$4,688,868.00	$4,688,868.00	0.00	
WIC INELIGIBLE COSTS	$1,707.00	$1,707.00	0.00	
EASTER SEALS RGV	$14,000.00	$14,000.00	0.00	
TROPICAL TX CENTER MHMR	$1,060,000.00	$1,060,000.00	0.00	
MENTAL HEALTH TRIALS	$25,000.00	$25,000.00	0.00	
AMIGOS DEL VALLE	$5,000.00	$5,000.00	0.00	
HUMAN SERVICES	$1,445,529.00	$1,445,529.00	0.00	
PAUPER BURIAL	$93,700.00	$93,700.00	0.00	
1115 WAIVER UC	$5,500,000.00	$5,500,000.00	0.00	
CHILD WELFARE	$123,691.00	$123,691.00	0.00	
VETERAN'S SRV	$314,774.00	$314,774.00	0.00	
CHILD ADVOCACY CTR	$0.00	$0.00	0.00	
HISTORICAL COMM	$1,559.00	$1,559.00	0.00	
HISTORICAL MUSEUM	$460,000.00	$460,000.00	0.00	
DONNA MUSEUM	$10,000.00	$10,000.00	0.00	
MISSION MUSEUM	$10,000.00	$10,000.00	0.00	
PCT.1 PARKS	$958,141.00	$958,141.00	0.00	
PCT.2 PARKS	$829,646.00	$829,646.00	0.00	
PCT2 PARKS-LOPEZVILLE	$0.00	$0.00	0.00	
PCT.3 PARKS	$825,751.00	$825,751.00	0.00	
PCT.4 PARKS	$774,218.00	$774,218.00	0.00	

HIDALGO COUNTY

Department Of Budget & Management

2017 BUDGET PROCESS

General Fund Budget - Proposed Vs. Adopted

Total by Department

As of September 27, 2016

DEPARTMENT NAME	2017 PROPOSED BUDGET	2017 ADOPTED BUDGET	IN./DEC.	REASON
COUNTY LIBRARY SYS	$237,139.00	$237,139.00	0.00	
PREDATORY ANIMAL CONTROL	$32,400.00	$32,400.00	0.00	
INSECT ERADICATION	$1,000.00	$1,000.00	0.00	
HUMANE SOCIETY	$548,814.00	$548,814.00	0.00	
TX AGRILIFE EXT	$504,270.00	$504,270.00	0.00	
URBAN COUNTY	$106,144.00	$106,144.00	0.00	
PCT.1 CRC	$106,553.00	$106,553.00	0.00	
PCT.2 CRC - SAN JUAN	$212,607.00	$212,607.00	0.00	
PCT.2 CRC - ALAMO	$214,972.00	$214,972.00	0.00	
PCT.4 CRC	$203,014.00	$203,014.00	0.00	
URBAN COUNTY	$4,921.00	$4,921.00	0.00	
TRF OUT-CO WIDE R&B	$8,246,569.00	$8,246,569.00	0.00	
TRF OUT-COURTHOUSE SECURITY	$525,184.00	$525,184.00	0.00	
TRF OUT-STOP TRUANCY CONSTABLE PCT.3	$88,537.00	$88,537.00	0.00	
TRANSFERS OUT-GRANTS LVL 6	$2,516.00	$2,516.00	0.00	
TRF OUT-BIO/EWIDS/EPA	$30,460.00	$30,460.00	0.00	
TRF OUT-BIO/EWIDS/EPA	$281,083.00	$281,083.00	0.00	
TOTAL:	**$194,269,170.00**	**$194,269,169.84**	**($0.16)**	

AI-56418 **Budget and Management** **10. B.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Sandra Jara, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consideration and approval of order setting the 2016 Hidalgo County Tax Rates:
1. Total Maintenance and Operations Tax Rate (0.5186 cents per $100 valuation)
2. Total Debt Service Tax Rate (0.0714 cents per $100 valuation)
3. Total Ad Valorem Tax Rate (0.5900 cents per $100 valuation)

BACKGROUND

Fiscal Impact

Attachments

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/22/2016 02:36 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Sandra Jara		Started On: 09/16/2016 09:16 AM
Final Approval Date: 09/23/2016		

ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY ADOPTING TAX RATE FOR THE 2016 TAX YEAR

STATE OF TEXAS §
COUNTY OF HIDALGO §

WHEREAS, the Commissioners Court having had two public hearings on the proposed tax rate, one on September 6st, 2016 and the second on September 20th, 2016;

WHEREAS, the Commissioners Court, having first adopted its budget for fiscal year 2017, now desires to establish a tax rate to support the 2017 budget; and

WHEREAS, it is necessary to levy the ad valorem taxes on each $100 valuation of all taxable property in Hidalgo County for 2016 tax year, which will be due no later than January 31, 2017.

NOW THEREFORE, on the motion duly made, seconded and adopted BE IT ORDERED by the Commissioners Court that an ad valorem tax of $0.5186 for each $100 valuation of all taxable property for maintenance and operations is hereby adopted for the 2016 tax year;

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

BE IT FURTHER ORDERED, there is hereby adopted for the 2016 tax year an ad valorem tax of $0.0714 for each $100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the outstanding debt issuance which include both bond issues and certificate(s) of obligation;

BE IT FURTHER ORDERED, that the two components of the County tax rate for the 2016 tax year result in a total County tax rate of $0.5900 for each $100 valuation of all taxable property.

PASSED, APPROVED, ADOPTED, SIGNED AND ORDERED this 27th day of September, 2016.

_____
Ramon Garcia, County Judge

_____
A.C. Cuellar, Jr., County Commissioner, Pct. 1

_____
Joe M. Flores, County Commissioner, Pct. 3

_____
Eduardo Cantu, County Commissioner, Pct. 2

_____
Joseph Palacios, County Commissioner, Pct. 4

_____
ATTEST: Arturo Guajardo, Jr., County Clerk

AI-56542 **Budget and Management** **10. C.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Office - Jail (1100):
Approval of the following salary schedule changes, effective date of 09/19/16:

Action	Dept./Prog.	Slot No.	Approved Position Title	Approved Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Salary Adjustment (Step Increase)	280-002	0426	Detention Lieutenant Step I	$42,999.00	Detention Lieutenant Step II	$44,504.00
Salary Adjustment (Step Increase)	280-002	0427	Detention Lieutenant Step I	$42,999.00	Detention Lieutenant Step II	$44,504.00
Salary Adjustment (Step Increase)	280-002	0428	Detention Lieutenant Step I	$42,999.00	Detention Lieutenant Step II	$44,504.00
Delete	280-002	0025	Detention Sergeant Step III	$41,874.00		
Delete	280-002	0026	Detention Sergeant Step III	$41,874.00		
Delete	280-002	0404	Detention Sergeant Step III	$41,874.00		

BACKGROUND

Reference AI-55608 (CC 08/09/16) - Slots approved to be deleted have been determined.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 09/23/16.

Attachments

FISCAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 11:29 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Debbie Tamez		Started On: 09/22/2016 01:49 PM
Final Approval Date: 09/23/2016		

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 27, 2016** **Agenda Item:** **56542**

Summary of request/proposal:
Sheriff's Office - Jail (1100): Approval of the following personnel actions, effective 09/19/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested	
1100	Detention Lieutenant Step II	0426	113	42,999.00	44,504.00	1,505.00	
1100	Detention Lieutenant Step II	0427	113	42,999.00	44,504.00	1,505.00	
1100	Detention Lieutenant Step II	0428	113	42,999.00	44,504.00	1,505.00	
1100	Detention Sergeant Step III	0025	113	41,874.00	39,090.00 (AI-55608)	(2,784.00)	*
1100	Detention Sergeant Step III	0026	113	41,874.00	39,090.00 (AI-55608)	(2,784.00)	*
1100	Detention Sergeant Step III	0404	113	41,874.00	39,090.00 (AI-55608)	(2,784.00)	*
				254,619.00	133,512.00	(3,837.00)	

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-423-21-280-002-0-	113	JAIL-	REG F/T EMPLOYEES	($1,102.59)
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	($84.35)
6-1100-423-21-280-002-0-	230	JAIL-	RETIREMENT	($124.04)
6-1100-423-21-280-002-0-	250	JAIL-	UNEMPLOYMENT COMP	($6.62)
6-1100-423-21-280-002-0-	260	JAIL-	WORKER'S COMP	($34.40)
			2016 Budgetary Impact	($1,352.00)

Possible Funding Sources: **Cost Savings**

Comments:

*AI-55608 (CC 08/09/16) - Slot No.'s TBD @ $39,090.00

Hidalgo Co. Budget Office
2/3/2005

AI-56598 **Budget and Management** **10. D.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Hidalgo County Street Lights Project:
1. Pilot Program Update - 2016 Hidalgo County Subdivision Streetlight Program
2. Discussion, consideration and possible action regarding the 2017 Hidalgo County Street Light Applications

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 05:20 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Rolando Garcia Started On: 09/23/2016 02:59 PM

Final Approval Date: 09/23/2016

AI-56601 **Budget and Management** **10. E.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-General Fund (1285)
Approval of 2016 interfund transfer from Co Wide Adm-Contingency (1100) to Transfers In-General Fund (1285) in the amount of $17,500.11 to fund the total local match required to appropriate funds for the STOP Truancy grant, CC 9/27/16 (AI-56477).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1XXX-X91-01-000-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/23/16.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 03:52 PM
Ivan Cantu	Ivan Cantu	09/23/2016 04:24 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Debbie Tamez		Started On: 09/23/2016 03:34 PM
Final Approval Date: 09/23/2016		

DATE: September 27, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Grants Lvl 5 (STOP Truancy Const. Pct. 3)

2016
Interfund Transfer
AI-56601

ACCOUNT NUMBER: **5-1XXX-XXX-0X-XXX-XXX-X-XXX**

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 ext. 5427

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
6-1100-415-00-115-002-0-	**899**	**Co Wide Adm-**	**Contingency**	**(17,500.11)**
6-1100-491-01-000-285-7-	**891**	**Transfers Out-**	**Grants Lvl 5**	**17,500.11**
TO:				
6-1285-391-01-000-100-7-	**000**	**Transfers In-**	**General Fund**	**17,500.11**
		TOTAL BUDGET INCREASE (DECREASE)		**(17,500.11)**

REASON: Interfund transfer to fund the total local cash match required for AI-56477, CC 09/27/16, to appropriate funds for the STOP Truancy Grant (2016-2017 School Year).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-56570 **Budget and Management** **10. F. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Lulu Lucio, 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 City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware) and FM1925.
b. Approval of 2016 appropriation of funds into Pct 4 Rd Maint in the amount of $12,750.00.

BACKGROUND

ICA for both projects approved 12/8/15 AI-52537

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Monies for the ICA for Mile 5 (Taylor-Ware) receipted under Acct#6-1200-223-00-124-087-0-000 (Receipt#195627)
Monies for ICA for FM1925 are currently under Acct#6-1200-223-00-124-089-0-000 (receipt#195730)

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 11:10 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Merlen P. Munoz		Started On: 09/23/2016 10:45 AM

Final Approval Date: 09/23/2016

DATE: August 25, 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	12,750.00
6-1200-337-00-124-008-0-000	*R&B Pct 4 ICA McAllen FM1925 (Ware-10th) Revenues*		*2,100.00*
6-1200-337-00-124-009-0-000	*R&B Pct 4 ICA McAllen M5(Taylor-Ware) Revenues*		*10,650.00*
		TOTAL BUDGET INCREASE (DECREASE)	**12,750.00**

REASON: To appropriate funding for revenues for various ICA with City of Mcallen for the M5(Taylor-Ware) and FM1925. Monies currently under an unearned revenue account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

September 26, 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 contracts between Hidalgo County and the City of McAllen, Texas for the road improvement project to FM1925 (1,500 ft. west of FM2220 to 10th Street) in the amount of $2,100.00 and for the road improvement project to Mile 5 (Taylor Road to FM220) in the amount of $10,650.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/26/16
Date

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Friday, September 23, 2016

Subject: Certification of Revenues Pct 4 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the the ICA with City of McAllen for revenue earned by Pct 4 for the road improvement to FM1925 in the amount of $2,100.00 as well as Mile 5(Taylor-Ware) in the amount of $10,650.00.

The following unearned revenue accounts are currently active for the projects:

- 6-1200-223-00-124-089-0-000 (R&B PCT4-UNEARNED REV-ICA MCALLEN-FM1925) in the amount of $269,205.00 (Receipt#195730)
- 6-1200-223-00-124-087-0-000 (R&B PCT4-UNEARNED REV-M5 RD(TAYLOR-WARE) in the amount of 335,935 (Receipt#195627)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

Nereyda Gonzalez

From: Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]
Sent: Friday, September 23, 2016 11:53 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: linda fong; Dina Trevino; becky.luna@auditor.co.hidalgo.tx.us; nereyda.gonzalez@auditor.co.hidalgo.tx.us
Subject: Certification of Revenues - Pct. 4 Revenue
Attachments: Certification of Revenues - Pct. 4 Revenue.pdf

HIDALGO COUNTY texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Friday, September 23, 2016

Subject: Certification of Revenues Pct 4 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
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The following unearned revenue accounts are currently active for the projects:

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- 6-1200-223-00-124-087-0-000 (R&B PCT4-UNEARNED REV-M5 RD(TAYLOR-WARE) in the amount of 335,935 (Receipt#195627)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

--

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-56570 **Budget and Management 10. F. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Lulu Lucio, 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 City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware) and FM1925.
b. Approval of 2016 appropriation of funds into Pct 4 Rd Maint in the amount of $12,750.00.

BACKGROUND

ICA for both projects approved 12/8/15 AI-52537

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Monies for the ICA for Mile 5 (Taylor-Ware) receipted under
Acct#6-1200-223-00-124-087-0-000 (Receipt#195627)
Monies for ICA for FM1925 are currently under Acct#6-1200-223-00-124-089-0-000
(receipt#195730)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 11:10 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Merlen P. Munoz Started On: 09/23/2016 10:45 AM

Final Approval Date: 09/23/2016

DATE: August 25, 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	12,750.00
6-1200-337-00-124-008-0-000	*R&B Pct 4 ICA McAllen FM1925 (Ware-10th) Revenues*		*2,100.00*
6-1200-337-00-124-009-0-000	*R&B Pct 4 ICA McAllen M5(Taylor-Ware) Revenues*		*10,650.00*
		TOTAL BUDGET INCREASE (DECREASE)	**12,750.00**

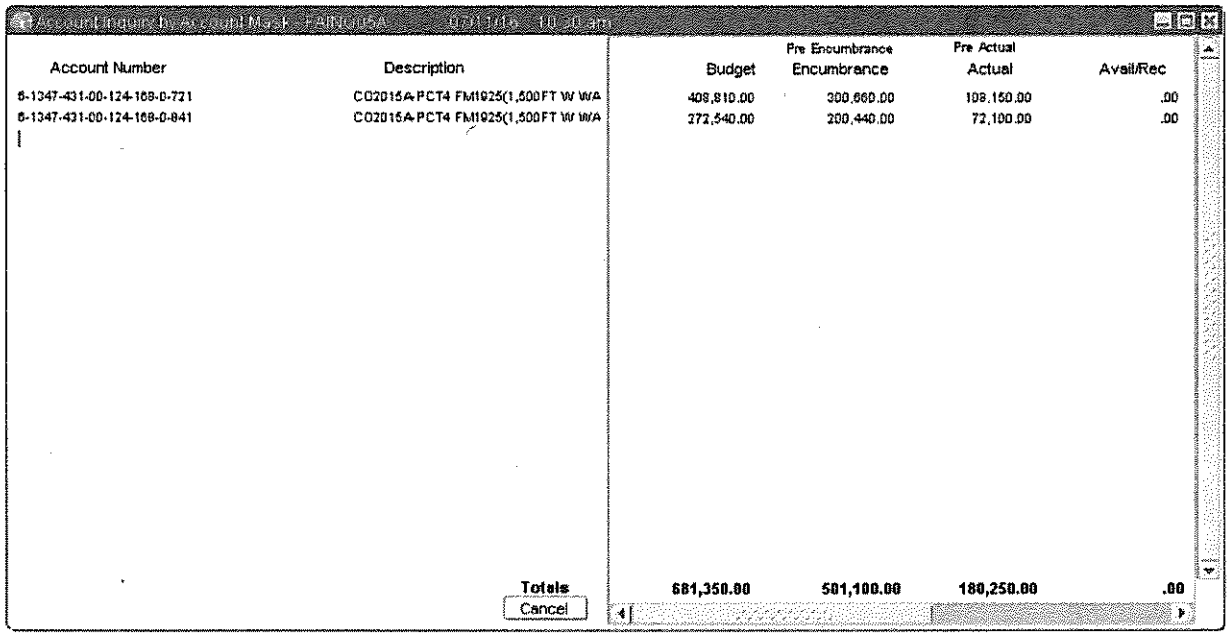
REASON: To appropriate funding for revenues for various ICA with City of Mcallen for the M5(Taylor-Ware) and FM1925. Monies currently under an unearned revenue account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK



Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
6-1347-431-00-124-168-0-721	CO2015A-PCT4 FM1925(1,500FT W WA	408,810.00	300,660.00	108,150.00	.00
6-1347-431-00-124-168-0-841	CO2015A-PCT4 FM1925(1,500FT W WA	272,540.00	200,440.00	72,100.00	.00
	Totals	681,350.00	501,100.00	180,250.00	.00

Cancel

$ 180,250.00	Project Expenditures as of 9/26/2016
50%	Percentage of expenditures used to determine certifiable revenues
90,125.00	Certifiable Revenue Amount
(71,470.00)	Revenue previously certified on 7/26/2016 as approved by Commissioners' Court (see AI-55537)
(16,555.00)	Revenue previously certified on 8/30/2016 as approved by Commissioners' Court (see AI-56046)
2,100.00	Revenue Amount that will be certified on 9/27/2106 with Commissioners' Court approval (see AI-56570)

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

Receipt No: 195730

Received From: CITY OF MCALLEN PCT. 4 Date 03/02/16

1	0000478234	INTERLOCAL AGRMT FM1925 WIDEN	6-1200-126-30-124-006-0-000	340,675.00

Total: 340,675.00

Check Total	340,675.00
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY
texas

JOSEPH PALACIOS
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Office: (956) 383-3112
Fax: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: **Norma Garcia, County Treasurer**

From: **Hidalgo County Pct. # 4**

Date: **Monday, February 29, 2016**

Subject: **Pct. 4 Receipt- City of McAllen**

Please let this memo serve as a request for a receipt from your office in relation to the City of McAllen check # 478234 for the amount of $340,675.00 for Improvements to FM1925 from 1,500 Ft. West of FM 2220 (Ware Road) to 10th Street.
Please deposit the check into the following account:
6-1200-126-30-124-006-0-000

Thank you for your prompt attention to this matter. If you have any questions, feel free to contact me at anytime (956) 383-3112 ext. 4019.

2016 FEB 29 PM 3 03
HIDALGO COUNTY
RECEIVED BY

Zimbra **veronica.lopez@co.hidalgo.tx.us**

RE: Message from "RNP0026739EDEC6"

From : Nereyda Gonzalez <nereyda.gonzalez@auditor.co.hidalgo.tx.us> Mon, Feb 29, 2016 02:53 PM

Subject : RE: Message from "RNP0026739EDEC6"

To : 'Veronica Lopez' <veronica.lopez@co.hidalgo.tx.us>

Cc : 'Marcela Luna' <becky.luna@auditor.co.hidalgo.tx.us>, sandrae flores <sandrae.flores@auditor.co.hidalgo.tx.us>

Good afternoon Veronica,

Please advise Treasurer's Office to record the intergovernmental funds received from the City of McAllen in account 6-1200-126-30-124-006-0-000 DUE FROM OTHER GOVT-MCALLEN-FM 1925. Should you have any questions or concerns, please do not hesitate to contact me.

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

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you.

-----Original Message-----
From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Monday, February 29, 2016 11:35 AM
To: Nereyda Gonzalez
Subject: Fwd: Message from "RNP0026739EDEC6"

Good morning Nereyda,

Attached is the interlocal agreement between the County of Hidalgo and City of McAllen concerning certain improvements to FM 1925 from 1,500 ft. West of FM 2220 to 10th Street.
Please provide me with the account # to deposit the check into at your earliest convenience.

Veronica L. Davis
Pct 4- Budget Analyst II
P (956) 383-3112 Ext 4019
F (956) 381-5905
veronica.lopez@co.hidalgo.tx.us

----- Forwarded Message -----
From: PCT4Admin@co.hidalgo.tx.us

ITY OF McALLEN
o: HIDALGO COUNTY 101248

Check Number: 0000478234
Date: 02/17/2016

Invoice Number	Date	Description	Amount	Paid Amount
)RAFT 1 & FINAL	02/17/2016	INTERLOCAL AGRMT FM1925 WIDEN	$340,675.00	$340,675.00

RECEIVED

FEB 24 2016

COUNTY JUDGE

TOTALS: $340,675.00 $340,675.00

THIS DOCUMENT HAS A VOID PANTOGRAPH. MICROPRINTING AND AN ARTIFICIAL WATERMARK.

CITY OF McALLEN
AND/OR McALLEN PUBLIC UTILITY
Disbursement Fund
P.O. Box 220 McALLEN, TEXAS 78505-0220

PlainsCapital Bank
Edinburg, Texas

DATE	CHECK NUMBER
Feb 17, 2016	0000478234

AMOUNT
$340,675.00

VOID AFTER 90 DAYS

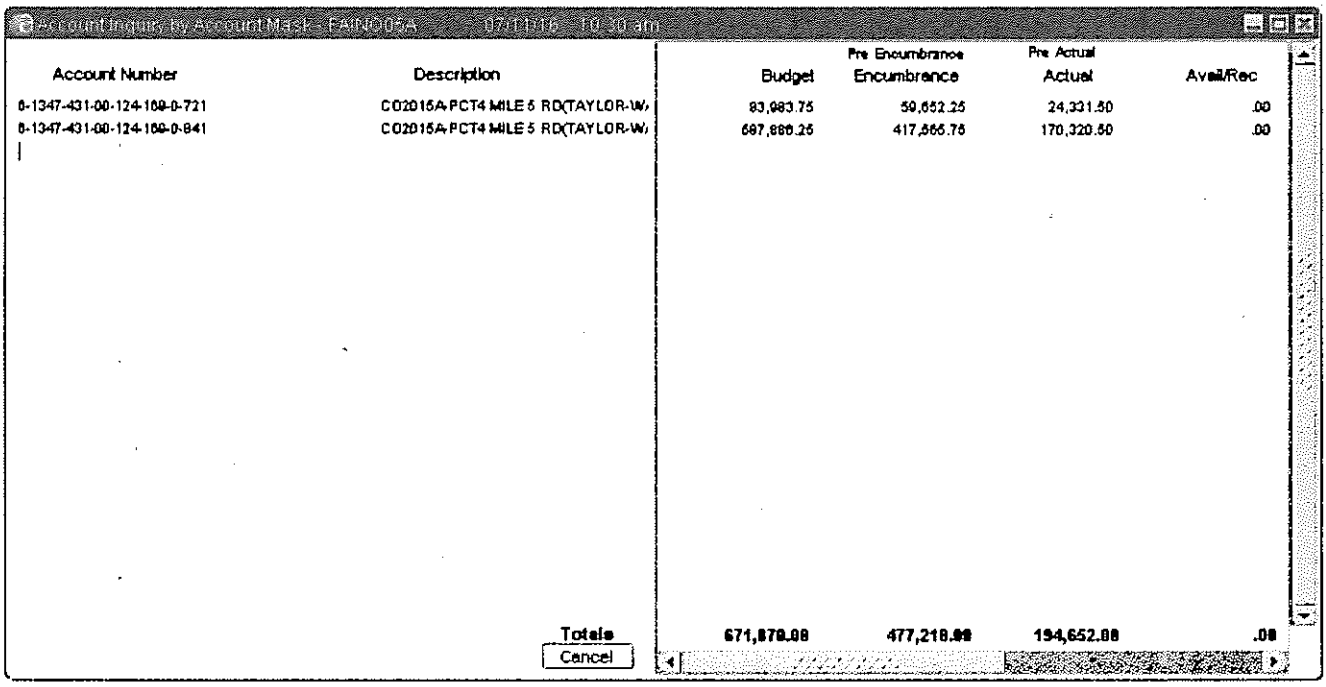
Pay Three Hundred Forty Thousand Six Hundred Seventy Five Dollars And 00 Cents

to the Order of:

HIDALGO COUNTY
ATTN: HON RAMON GARCIA
302 W UNIVERSITY DR
EDINBURG, TX 78539

VOID VOID VOID

⑈0000478234⑈ ⑆113229941⑆ ⑈0140012303⑈



$	194,652.00	Project Expenditures as of 9/26/2016
	50%	Percentage of expenditures used to determine certifiable revenues
	97,326.00	Certifiable Revenue Amount
	(86,676.00)	Revenue previously certified on 8/30/2016 as approved by Commissioners' Court (see AI-56046)
	10,650.00	Revenue Amount that will be certifled on 9/27/2106 with Commissioners' Court approval (see AI-56570)

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

Receipt No: 195627

Received From: CITY OF MCALLEN PCT. 4 Date 02/29/16

1	0000477621	IMPRVMTS MILE 5 FROM TAYLOR RD TO FM2220 6-1200-223-00-124-087-0-000	335,935.00

Total: 335,935.00

Check Total	335,935.00
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY texas

JOSEPH PALACIOS
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Office: (956) 383-3112
Fax: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: **Norma Garcia, County Treasurer**

From: **Hidalgo County Pct. # 4**

Date: **Friday, February 12, 2016**

Subject: **Pct. 4 Receipt- City of McAllen**

Please let this memo serve as a request for a receipt from your office in relation to the City of McAllen check # 477621 for the amount of $335,935.00 for Improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road).
Please deposit the check into the following account:
6-1200-223-00-124-087-0-000

Thank you for your prompt attention to this matter. If you have any questions, feel free to contact me at anytime (956) 383-3112 ext. 4019.

CITY OF McALLEN

To: COUNTY OF HIDALGO 107097

Check Number: 0000477621

Date: 02/03/2016

Invoice Number	Date	Description	Amount	Paid Amount
11/17/15	02/02/2016	INTERLOCAL TAYLOR RD TO WARE	$335,935.00	$335,935.00

TOTALS: $335,935.00 $335,935.00

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

CITY OF McALLEN
AND/OR McALLEN PUBLIC UTILITY
Disbursement Fund
P.O. Box 220 McALLEN, TEXAS 78505-0220

PlainsCapital Bank
Edinburg, Texas

DATE	CHECK NUMBER
Feb 3, 2016	0000477621

AMOUNT
$335,935.00

VOID AFTER 90 DAYS

Pay Three Hundred Thirty Five Thousand Nine Hundred Thirty Five Dollars And 00 Cents

to the Order of:

COUNTY OF HIDALGO
300 W HALL ACRES SUITE G
ATTN: EDUARDO 'EDDIE' CANTU
COUNTY COMMISSIONER

⑈0000477621⑈ ⑆113229941⑆ ⑈0140012303⑈

AI-56508 **Budget and Management** **10. F. 2.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 4 (1303):
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 of professional service expenses related to the J-09 Drain Project.
b. Approval of 2016 appropriation of funds into Pct 4 in the amount of $250,000.00.

BACKGROUND

ICA with DD#1 approved 8/9/16 (AI- 55672)

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1303-431-00-124-029-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues by the Auditor's Office. Monies receipted under acct#6-1303-392-00-000-001-0-000 (Receipt#202452)

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2016 09:34 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Merlen P. Munoz		Started On: 09/21/2016 08:50 AM
Final Approval Date: 09/23/2016		

DATE: September 21, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **SOA1341-Pct 4**

ACCOUNT NUMBER: 6-1303-431-00-124-029-0-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
6-1303-431-00-124-029-0- 751	SOA1341-PCT 4	MACHINERY & EQUIP	250,000.00
6-1303-392-00-000-001-0- 000	*SOA1341-Sale of Capital Assets*		*250,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	**250,000.00**

REASON: Appropriation of funds in relation to the ICA with DD#1 relating to reimbursement of professional service expenditures for the J-09 Drainage Project. Monies from the 1st Annual payment as detailed in the ICA.

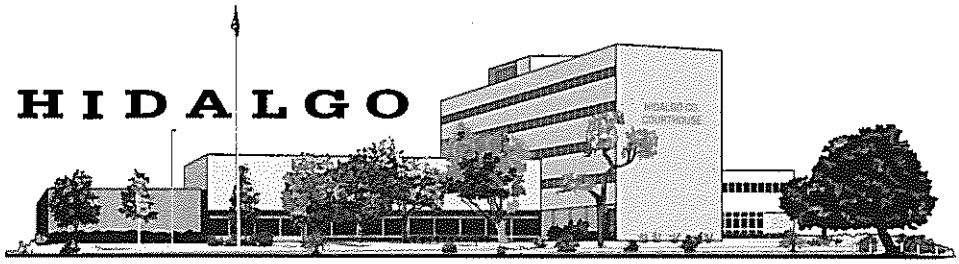
DEPARTMENT HEAD SIGNATURE

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 26, 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 drainage project in the amount of $250,000.00 (1st annual installment for Interlocal Cooperation Agreement authorizing the sale, assignment, and transfer of engineering and appraisal services paid by Hidalgo County for the J-09 drainage project.). 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

9/26/16
Date

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer

Date: Wednesday, September 21, 2016

Subject: Certification of Revenues DD#1 Reimbursement for J-09 Drain

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the the ICA with Drainage District #1 for reimbursement of expenditures incurred under CO, Series 2009B&C.

Monies were receipted under account number 6-1303-392-00-000-001-0-000 SOA1341-Sale of Capital Assets in the amount of $250,000.00 (Receipt#202452)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

Nereyda Gonzalez

From: Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]
Sent: Wednesday, September 21, 2016 8:55 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: linda fong; Dina Trevino; becky.luna@auditor.co.hidalgo.tx.us; nereyda.gonzalez@auditor.co.hidalgo.tx.us
Subject: Certifiaction fo Revenues DD# 1 Reimbursement for J-09 Drain
Attachments: Certifiaction fo Revenues DD# 1 Reimbursement for J-09 Drain.pdf

HIDALGO COUNTY texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer

Date: Wednesday, September 21, 2016

Subject: Certification of Revenues DD#1 Reimbursement for J-09 Drain

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the the ICA with Drainage District #1 for reimbursement of expenditures incurred under CO, Series 2009B&C.

Monies were receipted under account number 6-1303-392-00-000-001-0-000 SOA1341-Sale of Capital Assets in the amount of $250,000.00 (Receipt#202452)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

--

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-56508 **Budget and Management** **10. F. 2.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 4 (1303):
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 of professional service expenses related to the J-09 Drain Project.
b. Approval of 2016 appropriation of funds into Pct 4 in the amount of $250,000.00.

BACKGROUND

ICA with DD#1 approved 8/9/16 (AI- 55672)

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1303-431-00-124-029-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues by the Auditor's Office. Monies receipted under acct#6-1303-392-00-000-001-0-000 (Receipt#202452)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2016 09:34 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Merlen P. Munoz Started On: 09/21/2016 08:50 AM

Final Approval Date: 09/23/2016

DATE: September 21, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for SOA1341-Pct 4

ACCOUNT NUMBER: 6-1303-431-00-124-029-0-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
6-1303-431-00-124-029-0- 751	SOA1341-PCT 4	MACHINERY & EQUIP	250,000.00
6-1303-392-00-000-001-0- 000	*SOA1341-Sale of Capital Assets*		*250,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	**250,000.00**

REASON: Appropriation of funds in relation to the ICA with DD#1 relating to reimbursement of professional service expenditures for the J-09 Drainage Project. Monies from the 1st Annual payment as detailed in the ICA.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

FILED
AT 3:00 O'CLOCK P M
AUG 16 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DGC DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS Agreement is made on this the 09th day of August, 2016 by and between the HIDALGO COUNTY hereinafter referred to as "County" and the HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, under the terms of an engineering contract dated February 16, 2010, a copy of which is attached hereto as Exhibit A (the "Engineering Contract") County engaged the services of TEDSI Infrastructure Group, Inc (the "Engineer") for the purpose of designing and right of way mapping of HCMDS Phase II-J-09 Lateral Drain Ditch from North Main Drain to County Road 3601commonly referred to as the J-09 Drain Project;

WHEREAS, under the terms of a professional services contract dated February 1, 2011, a copy of which is attached hereto as Exhibit B (the "Appraisal Contract") County engaged the services of Leonel Garza, Jr. & Associates, LLC (the "Appraiser") for the purpose of obtaining fair market value appraisals in connection with the properties related to the J-09 Drain Project;

WHEREAS, the County has paid, the sum of One Million Two-Hundred Forty-three Thousand Seventy-Nine and 22/100 Dollars ($1,243,079.22) for services orders both the Engineering Contract and the Appraisal Contract;

WHEREAS, County and District are both desirous of District acquiring the right of way mapping, appraisal reports and all other documents provided by the Engineering Contract and the Appraisal Contract (collectively the "Contracts"); and

NOW THEREFORE, County and District in consideration the mutual terms and in consideration herein contained agrees to as follows:

1. County agrees to transfer all documents acquired under the Contracts to the District for the sum of One Million Two-Hundred Forty-Three Thousand Seventy-Nine and 22/100ths Dollars ($1,243,079.22) payable in five (5) annual payments the first such payment to be paid on or before August 19, 2016 in the amount of Two-Hundred Fifty Thousand Dollars ($250,000.00) and four installments annually thereafter, the first three payments following the first payment being in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) and the final payment shall be made on August 19,

2020 in the amount of Three Hundred Eighty Four Thousand Three Hundred Thirty Two and 90/100ths Dollars ($384,332.90).

2. The documents to the delivered to District from the Engineering Contract are particularly described in Exhibit A attached hereto.

3. The documents to be delivered to District from the Appraisal Contract are particularly described in Exhibit B attached hereto.

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

5. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

6. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledged that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

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

8. **Notice.** Except as may be otherwise specifically provided in the Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Hidalgo County Drainage District No. 1
Attention: Raul E. Sesin, P.E., General Manager
902 N. Doolittle Road
Edinburg, Texas 78542

If to County: Hidalgo County
Attention: Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

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

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

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

16. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code. Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 8/9/16 mb

Ramon Garcia, Chairman Board of District

COUNTY OF HIDALGO

Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 8/9/16 mb

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

FILED
AT 3:00 O'CLOCK P M

AUG 16 2016

ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding County and District are both desirous of District acquiring the right of way mapping, appraisal reports and all other documents provided by the Engineering Contract and the Appraisal Contract (collectively the "Contracts") through an Interlocal Cooperation Agreement to be entered into with the Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on Aug 09, 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/9/16

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

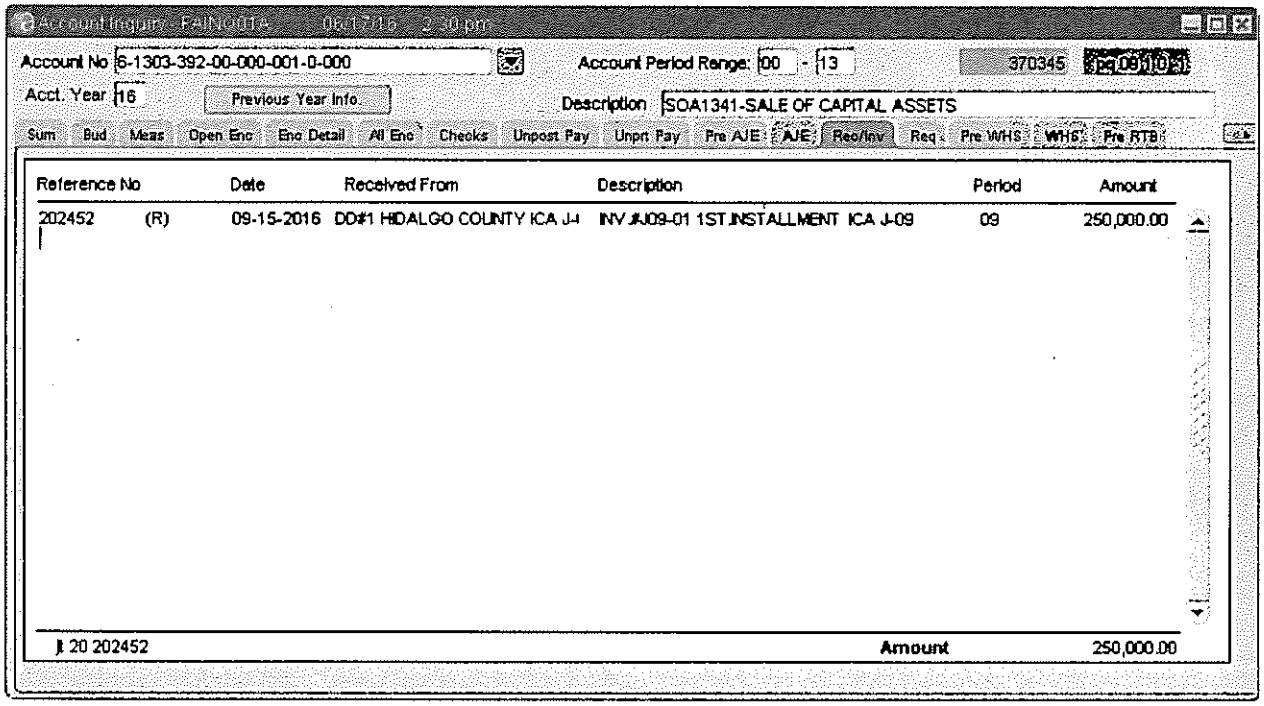
By: _____
Stephen L. Crain

HIDALGO COUNTY

Department of Budget & Management

FUND 1341 DD#1 PROJECTS

Expenditures					
Check Date	Check#	Project	Vendor	Purpose	Check Amount
06/01/2010	04-00013200	J-09	TEDSI Infrastructure Group, Inc.	FEB 2010 HCMDS PH2 J-09 DRAIN DESIGN MARCH 2010 HCMDS PH2 J-09 DRAIN DESIGN	216,540.00
06/22/2010	04-00013238	J-09	TEDSI Infrastructure Group, Inc.	APRIL 2010 HCMDS PH2 J-09 DRAIN DESIGN	132,280.00
07/20/2010	04-00013289	J-09	TEDSI Infrastructure Group, Inc.	MAY 2010 HCMDS PH2 J-09 DRAIN DESIGN	136,810.00
08/24/2010	04-00013340	J-09	TEDSI Infrastructure Group, Inc.	JUNE 2010 HCMDS PH2 J-09 DRAIN DESIGN	66,140.00
10/05/2010	04-00013416	J-09	TEDSI Infrastructure Group, Inc.	JULY 2010 HCMDS PH2 J-09 DRAIN DESIGN JULY 2010 HCMDS PH2 J-09 DRAIN (ROW)	58,695.00
11/02/2010	04-00013465	J-09	TEDSI Infrastructure Group, Inc.	AUGUST 2010 HCMDS PH2 J-09 DRAIN DESIGN	33,070.00
02/22/2011	04-00013632	J-09	TEDSI Infrastructure Group, Inc.	Various Parcels (ROW); Invoice for Sept-Nov 2010	192,335.00
04/05/2011	04-00013690	J-09	TEDSI Infrastructure Group, Inc.	Various Parcels (ROW); Invoice for Dec 2010	130,320.00
05/31/2011	04-00013771	J-09	TEDSI Infrastructure Group, Inc.	JANUARY 2011 HCMDS PH2 J-09 DRAIN DESIG	33,070.00
09/06/2011	04-00013909	J-09	Leonel Garza, Jr. & Associates LLC	Various Parcels (ROW)	26,000.00
12/29/2011	04-00014076	J-09	TEDSI Infrastructure Group, Inc.	FEBRUARY 2011 HCMDS PH2 J-09 DRAIN DESIG MARCH 2011 HCMDS PH2 J-09 DRAIN DESIG	66,140.00
06/26/2012	04-00014356	J-09	TEDSI Infrastructure Group, Inc.	04/01-12/31/11 HCMDS PH2 J-09 GEOTECHNIC	29,111.80
07/10/2012	04-00014383	J-09	TEDSI Infrastructure Group, Inc.	Various Parcels (ROW)	75,000.00
09/04/2012	04-00014482	J-09	TEDSI Infrastructure Group, Inc.	1/1-31/12 HCMDS PH2 J-09 GEOTECHNIC/STAK	23,105.90
12/28/2012	04-00014710	J-09	TEDSI Infrastructure Group, Inc.	2/1-9/30/12 HCMDS PH2 J-09 ENG SRVS/STAK	19,829.49
09/24/2013	04-00015166	J-09	TEDSI Infrastructure Group, Inc.	10/1-31/12 HCMDS PH2 J-09 ENG SRVS/SUPP# 11/1-12/31/12 HCMDS PH2 J-09 ENG SRVS	4,632.03
					$ 1,243,079.22


Account Inquiry - FAINQUIR - 06/17/16 2:30 pm
Account No 6-1303-392-00-000-001-0-000
Account Period Range: 00 - 13
370345
pg 09 10 01
Acct. Year 16
Previous Year Info.
Description SOA1341-SALE OF CAPITAL ASSETS
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Reference No Date Received From Description Period Amount
202452 (R) 09-15-2016 DO#1 HIDALGO COUNTY ICA J-I INV #J09-01 1ST INSTALLMENT ICA J-09 09 250,000.00
JI 20 202452 Amount 250,000.00

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

Receipt No: 202452

Received From: DD#1 HIDALGO COUNTY ICA J-09 DD# PROJECT Date 09/15/16

1	000019077	INV.#J09-01 1ST.INSTALLMENT	ICA J-09	6-1303-392-00-000-001-0-000	250,000.00

Total: **250,000.00**

Check Total	250,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY
DRAINAGE DISTRICT #1

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 021828

Check Date	Check No.	Amount
09/13/16	000019077	$250,000.00

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 General Fund

PAY

****Two Hundred Fifty Thousand and 00/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY
2818 S. BUS. HWY 281
EDINBURG, TX 78539
USA

Pay the above stated amount to the order of the payee named.

Norma G. Garcia
COUNTY TREASURER

Lara Brown
FINANCIAL OFFICER

⑈000019077⑈ ⑆114911687⑆ ⑈7101584⑆

Payee HIDALGO COUNTY

000019077
09/13/2016

Account #: 1100-132-50-000-000-0-000

Invoice	Description	Amount
J09-01	1ST ANNUAL INSTALLMENT ICA - J-09	$250,000.00

Total : $250,000.00

HIDALGO COUNTY

INVOICE

Invoice Date	**9/7/2016**
Invoice No.	**J09-01**

Bill To: **Drainage District #1**
Lora Briones
902 North Doolittle Rd.
Edinburg, TX 78542

Remittance

To ensure proper credit , please enclose a copy of this statement with your check and remit to:

Hidalgo County Budget & Mgmt. Division
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025

Account Summary

Balance Due $ 250,000.00

Amount Enclosed $ _____

Date	Check/ JE No.	Description	Amount
08/09/16		1st Annual Installment for ICA relating to J-09 Drainage Project.	250,000.00
		Interlocal Agreement authorizing the sell, assignment, and transfer of engineering and appraisal services provided under contracts between Hidalgo County and TEDSI Infrastructure Group, Inc. and Leonel Garza, Jr. & Associates, LLC for the J-09 drainage project. (AI-55672)	

Amount Due: $ 250,000.00

Make Check(s) Payable to: **Hidalgo County**

CREDIT ACCOUNT NUMBER: 1303-392-00-000-001-0-000

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

SEP 08 2016

2:37 AM / PM

BY: MTP

AI-56340 **Budget and Management** **10. F. 3.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

LPPF (1258):
Approval of 2016 unappropriation of funds in the amount of $579,656.06.

BACKGROUND

Unappropriation requested by the auditor's office due to a correction made to the IGT. Starr County was originally scheduled to transfer $220,343.94, making the Hidalgo County's IGT commitment $15,040,921.79. However, Starr County transferred $800,000, therefore, reducing the IGT commitment to $14,461,265.73, a difference of $579,656.06. Auditor's Office does not allow for the LPPF expenditure account to have excess funding appropriated, therefore, they have requested the surplus be returned to the fund balance.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1258-444-00-240-006-3-XXX

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

BUDGETARY IMPACT:

Funds to be returned to the LPPF Fund Balance as requested by the Auditor's Office.

Attachments

Unappropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/12/2016 02:56 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Merlen P. Munoz		Started On: 09/12/2016 02:02 PM
Final Approval Date: 09/23/2016		

DATE: September 27, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Human Services -LPPF**

ACCOUNT NUMBER: 6-1258-444-00-240-006-3-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
6-1258-444-00-240-006-3- 843	LPPF	Aid to Nongovt	(579,656.06)
		TOTAL BUDGET INCREASE (DECREASE)	**(579,656.06)**

REASON: unppropriation of funds in relation to a correction to the IGT commitment due to a change in the transfer from Starr County.

Monies to be returned to the unassigned fund balance of the LPPF fund.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56321 **Tax Office** **11. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Edgar Jaramillo, TAX OFFICE

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation of Tax Collection Annual Report for the period of July 1, 2015 through June 30, 2016 and Motor Vehicle Collection Annual Report

BACKGROUND

Fiscal Impact

Attachments

Hidalgo County Annual Collections Report
POWERPOINT
POWERPOINT

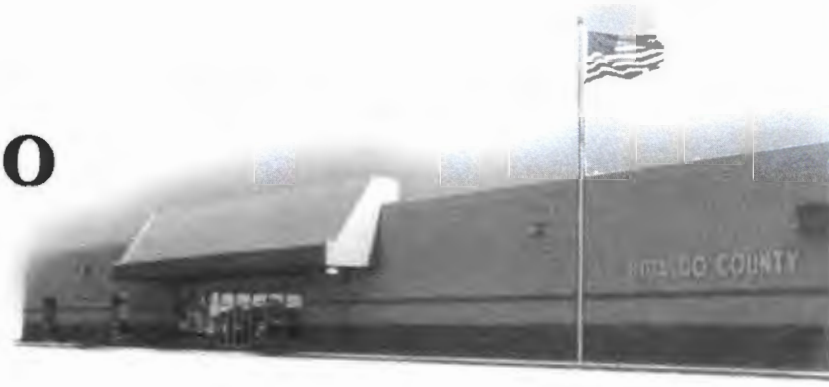
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/13/2016 11:39 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Edgar Jaramillo Started On: 09/09/2016 02:20 PM

Final Approval Date: 09/23/2016

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • (956) 318-2733

August 08, 2016

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

Dear Judge Garcia,

As per Sec. 31.10(b) of the Texas Property Tax Code, enclosed please find the Annual Report of all property taxes collected for the period of July 1, 2015 through June 30, 2016.

Please contact this office if you have any questions in regards to the report.

Very truly yours,

Pablo "Paul" Villarreal, Jr., PCC
Hidalgo County Tax Assessor-Collector

PVJ
Encl.

Xc: Hon. Commissioner's Court Members
Hon. Ray Eufracio, Hidalgo County Auditor

HIDALGO COUNTY
ANNUAL TAX COLLECTION REPORT

JULY 01, 2015 THRU JUNE 30, 2016

TABLE OF CONTENTS

PART 1 COUNTY ANNUAL TAX COLLECTIONS REPORT
PART 2 ROADS/STATE ANNUAL TAX COLLECTIONS REPORT
PART 3 CURRENT/DELINQUENT COLLECTIONS REPORT
PART 4 RECAP REPORT
PART 5 REMITTANCES

PABLO “PAUL” VILLARREAL JR.
TAX ASSESSOR/COLLECTOR
2804 S. BUS. HWY 281
EDINBURG, TEXAS 78539

PART 1

COUNTY ANNUAL TAX COLLECTIONS REPORT

PABLO "PAUL" VILLARREAL JR., TAX ASSR & COLL
HIDALGO COUNTY ANNUAL TAX REPORT
JULY 01, 2015 THRU JUNE 30, 2016

TAX COLLECTIONS	BASE	PEN & INT	ATTY FEE	
CURRENT	168,649,063.62	1,732,039.13	61,274.87	
DELINQUENT	9,477,101.44	3,722,249.80	1,792,603.99	
ROLLBACK	507,204.82	2,649.52	706.72	
TOTALS	178,633,369.88	5,456,938.45	1,854,585.58	
				185,944,893.91
TAX CERTIFICATES			6,780.00	
MISCELLANEOUS			26,456.10	
NSF CHARGE FEES			16,504.32	
SI FINES/FEES			120,580.24	
STREET LIGHT FEES			13,399.26	
HOSPITAL DISTRICT FUNDING			69,421,021.68	
OTHER REVENUE TOTALS				69,604,741.60
TOTAL COLLECTED 2015-2016 HIDALGO COUNTY				**255,549,635.51**

DISBURSEMENTS			
ATTORNEY FEES	1,854,585.58		
HCAD RENDITON PENALTY FEE	7,795.54		
COURT ORDERED CREDITS	113.89		
TOTAL HCAD	7,909.43		
CURRENT YEAR REFUNDS	(241,208.91)		
PRIOR YEAR REFUNDS	(351,161.80)		
TOTAL REFUNDS NETTED FROM TAX COLLECTIONS	(592,370.71)		

RECAP

TOTAL CURRENT/DELINQUENT/ROLLBACK BASE	178,633,369.88	
TOTAL PENALTY & INTEREST	5,456,938.45	
TOTAL TAX COLLECTIONS	184,090,308.33	
TOTAL ATTORNEY FEES	1,854,585.58	
OTHER REVENUE TOTALS	69,604,741.60	
TOTAL	254,957,264.80	
LESS REFUNDS DISBURSED THRU FISCAL YEAR	(592,370.71)	
TOTAL COLLECTED 2015/2016	255,549,635.51	
LESS ATTY FEES & HCAD RENDITION FEE & CREDITS	1,862,495.01	
TOTAL REVENUE DISBURSED TO HIDALGO COUNTY		**253,687,140.50**
TOTAL DISBURSED 2015-2016 HIDALGO COUNTY		**255,549,635.51**
DIFF.		-

AFFIDAVIT

I, PABLO "PAUL" VILLARREAL JR., TAX ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE FISCAL YEAR ENDING 2015-2016 IS CORRECT.

Pablo "Paul" Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF AUGUST 2016

Melinda Mendoza

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
AUGUST 22, 2018

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

TC298-D SELECTION: SYSTEM DEPOSIT DISTRIBUTION EXCLUDES AG ROLLBACK
RECEIPT DATE: ALL FROM: 07/01/2015 THRU 06/30/2016
JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.522500	149,354,486.40	.00	1,533,884.49	3,904,962.03-	146,983,408.86	61,274.87	.00	.00	150,949,645.76
	I & S	.067500	19,294,577.22	.00	198,154.64	504,468.75-	18,988,263.11	.00	.00	.00	19,492,731.86
	TOTAL	.590000	168,649,063.62	.00	1,732,039.13	4,409,430.78-	165,971,671.97	61,274.87	.00	.00	170,442,377.62
2014	M & O	.530800	4,813,886.08	.00	1,008,224.00	157,739.25-	5,664,370.83	874,294.97	.00	.00	6,696,405.05
	I & S	.059200	536,891.10	.00	112,446.85	17,592.80-	631,745.15	.00	.00	.00	649,337.95
	TOTAL	.590000	5,350,777.18	.00	1,120,670.85	175,332.05-	6,296,115.98	874,294.97	.00	.00	7,345,743.00
2013	M & O	.520800	1,332,372.40	.00	439,950.53	9,362.23-	1,762,960.70	264,252.05	.00	.00	2,036,574.98
	I & S	.069200	177,036.06	.00	58,457.23	1,244.01-	234,249.28	.00	.00	.00	235,493.29
	TOTAL	.590000	1,509,408.46	.00	498,407.76	10,606.24-	1,997,209.98	264,252.05	.00	.00	2,272,068.27
2012	M & O	.523500	690,026.06	.00	315,610.80	11,718.48-	993,918.38	155,376.88	.00	.00	1,161,013.74
	I & S	.066500	87,654.04	.00	40,091.91	1,488.50-	126,257.45	.00	.00	.00	127,745.95
	TOTAL	.590000	777,680.10	.00	355,702.71	13,206.98-	1,120,175.83	155,376.88	.00	.00	1,288,759.69
2011	M & O	.522500	406,400.34	.00	234,435.23	7,829.73-	633,005.84	101,552.90	.00	.00	742,388.47
	I & S	.067500	52,501.08	.00	30,285.70	1,011.51-	81,775.27	.00	.00	.00	82,786.78
	TOTAL	.590000	458,901.42	.00	264,720.93	8,841.24-	714,781.11	101,552.90	.00	.00	825,175.25
2010	M & O	.510700	291,105.31	.00	200,875.77	6,996.29-	484,984.79	79,064.94	.00	.00	571,046.02
	I & S	.079300	45,202.12	.00	31,191.36	1,086.38-	75,307.10	.00	.00	.00	76,393.48
	TOTAL	.590000	336,307.43	.00	232,067.13	8,082.67-	560,291.89	79,064.94	.00	.00	647,439.50
2009	M & O	.512700	222,301.51	.00	182,927.54	206.19-	405,022.86	66,177.84	.00	.00	471,406.89
	I & S	.077300	33,516.50	.00	27,580.10	31.09-	61,065.51	.00	.00	.00	61,096.60
	TOTAL	.590000	255,818.01	.00	210,507.64	237.28-	466,088.37	66,177.84	.00	.00	532,503.49
2008	M & O	.519100	162,740.87	.00	146,165.36	1,413.82-	307,492.41	46,230.58	.00	.00	355,136.81
	I & S	.070900	22,227.62	.00	19,963.56	193.12-	41,998.06	.00	.00	.00	42,191.18
	TOTAL	.590000	184,968.49	.00	166,128.92	1,606.94-	349,490.47	46,230.58	.00	.00	397,327.99
2007	M & O	.515500	117,407.07	.00	119,032.67	1,082.70-	235,357.04	37,023.93	.00	.00	273,463.67
	I & S	.074500	16,967.72	.00	17,202.62	156.49-	34,013.85	.00	.00	.00	34,170.34
	TOTAL	.590000	134,374.79	.00	136,235.29	1,239.19-	269,370.89	37,023.93	.00	.00	307,634.01
2006	M & O	.520000	87,333.61	.00	98,415.71	412.16-	185,337.16	27,711.52	.00	.00	213,460.84
	I & S	.070000	11,756.30	.00	13,248.24	55.48-	24,949.06	.00	.00	.00	25,004.54
	TOTAL	.590000	99,089.91	.00	111,663.95	467.64-	210,286.22	27,711.52	.00	.00	238,465.38
2005	M & O	.527100	68,048.83	.00	84,079.79	193.75-	151,934.87	23,047.76	.00	.00	175,176.38
	I & S	.062900	8,120.60	.00	10,033.33	23.13-	18,130.80	.00	.00	.00	18,153.93
	TOTAL	.590000	76,169.43	.00	94,113.12	216.88-	170,065.67	23,047.76	.00	.00	193,330.31
2004	M & O	.525800	57,054.85	.00	77,328.89	.00	134,383.74	20,783.36	.00	.00	155,167.10
	I & S	.064200	6,966.50	.00	9,441.95	.00	16,408.45	.00	.00	.00	16,408.45
	TOTAL	.590000	64,021.35	.00	86,770.84	.00	150,792.19	20,783.36	.00	.00	171,575.55

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2003	M & O	.526800	42,871.56	.00	63,594.42	.00	106,465.98	16,791.16	.00	.00	123,257.14
	I & S	.063200	5,143.27	.00	7,629.40	.00	12,772.67	.00	.00	.00	12,772.67
	TOTAL	.590000	48,014.83	.00	71,223.82	.00	119,238.65	16,791.16	.00	.00	136,029.81
2002	M & O	.521500	33,570.90	.00	53,469.51	.00	87,040.41	14,009.49	.00	.00	101,049.90
	I & S	.068500	4,409.62	.00	7,023.42	.00	11,433.04	.00	.00	.00	11,433.04
	TOTAL	.590000	37,980.52	.00	60,492.93	.00	98,473.45	14,009.49	.00	.00	112,482.94
2001	M & O	.459300	24,147.02	.00	41,832.80	.00	65,979.82	10,783.23	.00	.00	76,763.05
	I & S	.060200	3,164.90	.00	5,482.89	.00	8,647.79	.00	.00	.00	8,647.79
	TOTAL	.519500	27,311.92	.00	47,315.69	.00	74,627.61	10,783.23	.00	.00	85,410.84
2000	M & O	.445400	21,946.99	.00	40,503.98	.00	62,450.97	10,166.13	.00	.00	72,617.10
	I & S	.055300	2,725.00	.00	5,028.92	.00	7,753.92	.00	.00	.00	7,753.92
	TOTAL	.500700	24,671.99	.00	45,532.90	.00	70,204.89	10,166.13	.00	.00	80,371.02
1999	M & O	.394300	14,129.34	.00	27,745.70	.00	41,875.04	6,812.52	.00	.00	48,687.56
	I & S	.052400	1,877.71	.00	3,687.19	.00	5,564.90	.00	.00	.00	5,564.90
	TOTAL	.446700	16,007.05	.00	31,432.89	.00	47,439.94	6,812.52	.00	.00	54,252.46
1998	M & O	.429400	12,683.81	.00	26,580.23	.00	39,264.04	5,902.62	.00	.00	45,166.66
	I & S	.017300	511.06	.00	1,070.88	.00	1,581.94	.00	.00	.00	1,581.94
	TOTAL	.446700	13,194.87	.00	27,651.11	.00	40,845.98	5,902.62	.00	.00	46,748.60
1997	M & O	.459500	12,571.15	.00	27,993.87	.00	40,565.02	6,128.75	.00	.00	46,693.77
	I & S	.015200	415.84	.00	925.86	.00	1,341.70	.00	.00	.00	1,341.70
	TOTAL	.474700	12,986.99	.00	28,919.73	.00	41,906.72	6,128.75	.00	.00	48,035.47
1996	M & O	.448600	10,404.55	.00	24,344.15	.00	34,748.70	5,244.19	.00	.00	39,992.89
	I & S	.016800	389.68	.00	911.64	.00	1,301.32	.00	.00	.00	1,301.32
	TOTAL	.465400	10,794.23	.00	25,255.79	.00	36,050.02	5,244.19	.00	.00	41,294.21
1995	M & O	.427600	9,077.44	.00	22,243.86	.00	31,321.30	4,699.50	.00	.00	36,020.80
	I & S	.018400	390.56	.00	957.14	.00	1,347.70	.00	.00	.00	1,347.70
	TOTAL	.446000	9,468.00	.00	23,201.00	.00	32,669.00	4,699.50	.00	.00	37,368.50
1994	M & O	.399300	6,461.58	.00	16,739.90	.00	23,201.48	3,538.61	.00	.00	26,740.09
	I & S	.014700	237.88	.00	616.22	.00	854.10	.00	.00	.00	854.10
	TOTAL	.414000	6,699.46	.00	17,356.12	.00	24,055.58	3,538.61	.00	.00	27,594.19
1993	M & O	.395600	4,839.28	.00	13,040.94	.00	17,880.22	2,693.78	.00	.00	20,574.00
	I & S	.011500	140.70	.00	379.09	.00	519.79	.00	.00	.00	519.79
	TOTAL	.407100	4,979.98	.00	13,420.03	.00	18,400.01	2,693.78	.00	.00	21,093.79
1992	M & O	.382800	4,201.23	.00	11,804.48	.00	16,005.71	2,435.02	.00	.00	18,440.73
	I & S	.016100	176.70	.00	496.49	.00	673.19	.00	.00	.00	673.19
	TOTAL	.398900	4,377.93	.00	12,300.97	.00	16,678.90	2,435.02	.00	.00	19,113.92

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1991	M & O	.362600	3,324.94	.00	9,684.65	.00	13,009.59	1,957.87	.00	.00	14,967.46
	I & S	.015100	138.48	.00	403.27	.00	541.75	.00	.00	.00	541.75
	TOTAL	.377700	3,463.42	.00	10,087.92	.00	13,551.34	1,957.87	.00	.00	15,509.21
1990	M & O	.360900	3,108.43	.00	9,437.98	.00	12,546.41	1,874.96	.00	.00	14,421.37
	I & S	.010400	89.58	.00	271.94	.00	361.52	.00	.00	.00	361.52
	TOTAL	.371300	3,198.01	.00	9,709.92	.00	12,907.93	1,874.96	.00	.00	14,782.89
1989	M & O	.369000	2,389.22	.00	7,543.30	.00	9,932.52	1,447.90	.00	.00	11,380.42
	I & S	.002500	16.22	.00	51.12	.00	67.34	.00	.00	.00	67.34
	TOTAL	.371500	2,405.44	.00	7,594.42	.00	9,999.86	1,447.90	.00	.00	11,447.76
1988	M & O	.358000	1,976.77	.00	6,451.79	.00	8,428.56	1,229.10	.00	.00	9,657.66
	I & S	.003500	19.37	.00	63.08	.00	82.45	.00	.00	.00	82.45
	TOTAL	.361500	1,996.14	.00	6,514.87	.00	8,511.01	1,229.10	.00	.00	9,740.11
1987	M & O	.277800	1,037.80	.00	3,591.07	.00	4,628.87	693.72	.00	.00	5,322.59
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.277800	1,037.80	.00	3,591.07	.00	4,628.87	693.72	.00	.00	5,322.59
1986	M & O	.268300	427.07	.00	1,526.98	.00	1,954.05	294.18	.00	.00	2,248.23
	I & S	.001000	1.57	.00	5.70	.00	7.27	.00	.00	.00	7.27
	TOTAL	.269300	428.64	.00	1,532.68	.00	1,961.32	294.18	.00	.00	2,255.50
1985	M & O	.232000	263.68	.00	972.54	.00	1,236.22	187.84	.00	.00	1,424.06
	I & S	.003000	3.42	.00	12.57	.00	15.99	.00	.00	.00	15.99
	TOTAL	.235000	267.10	.00	985.11	.00	1,252.21	187.84	.00	.00	1,440.05
1984	M & O	.334000	86.67	.00	329.53	.00	416.20	62.98	.00	.00	479.18
	I & S	.003000	.77	.00	2.96	.00	3.73	.00	.00	.00	3.73
	TOTAL	.337000	87.44	.00	332.49	.00	419.93	62.98	.00	.00	482.91
1983	M & O	.348000	203.89	.00	771.78	.00	975.67	128.81	.00	.00	1,104.48
	I & S	.005000	2.94	.00	11.07	.00	14.01	.00	.00	.00	14.01
	TOTAL	.353000	206.83	.00	782.85	.00	989.68	128.81	.00	.00	1,118.49
1981	M & O	.334000	5.62	.00	23.56	.00	29.18	4.38	.00	.00	33.56
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.334000	5.62	.00	23.56	.00	29.18	4.38	.00	.00	33.56
1980	M & O	.300000	.66	.00	2.79	.00	3.45	.52	.00	.00	3.97
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.300000	.66	.00	2.79	.00	3.45	.52	.00	.00	3.97

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		157,812,892.93	.00	4,851,160.59	4,101,916.63-	158,562,136.89	1,853,878.86	.00	.00	164,517,932.38
ALL	I & S		20,313,272.13	.00	603,128.34	527,351.26-	20,389,049.21	.00	.00	.00	20,916,400.47
ALL	TOTAL		178,126,165.06	.00	5,454,288.93	4,629,267.89-	178,951,186.10	1,853,878.86	.00	.00	185,434,332.85
DLQ	M & O		8,458,406.53	.00	3,317,276.10	196,954.60-	11,578,728.03	1,792,603.99	.00	.00	13,568,286.62
DLQ	I & S		1,018,694.91	.00	404,973.70	22,882.51-	1,400,786.10	.00	.00	.00	1,423,668.61
DLQ	TOTAL		9,477,101.44	.00	3,722,249.80	219,837.11-	12,979,514.13	1,792,603.99	.00	.00	14,991,955.23
CURR	M & O		149,354,486.40	.00	1,533,884.49	3,904,962.03-	146,983,408.86	61,274.87	.00	.00	150,949,645.76
CURR	I & S		19,294,577.22	.00	198,154.64	504,468.75-	18,988,263.11	.00	.00	.00	19,492,731.86
CURR	TOTAL		168,649,063.62	.00	1,732,039.13	4,409,430.78-	165,971,671.97	61,274.87	.00	.00	170,442,377.62

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.522500	7,636.18	.00	.00	.00	7,636.18	.00	.00	.00	7,636.18
	I & S	.067500	986.50	.00	.00	.00	986.50	.00	.00	.00	986.50
	TOTAL	.590000	8,622.68	.00	.00	.00	8,622.68	.00	.00	.00	8,622.68
2014	M & O	.530800	69,566.50	.00	6.44	.00	69,572.94	.00	.00	.00	69,572.94
	I & S	.059200	7,758.75	.00	.72	.00	7,759.47	.00	.00	.00	7,759.47
	TOTAL	.590000	77,325.25	.00	7.16	.00	77,332.41	.00	.00	.00	77,332.41
2013	M & O	.520800	95,534.00	.00	522.27	.00	96,056.27	37.34	.00	.00	96,093.61
	I & S	.069200	12,693.79	.00	69.40	.00	12,763.19	.00	.00	.00	12,763.19
	TOTAL	.590000	108,227.79	.00	591.67	.00	108,819.46	37.34	.00	.00	108,856.80
2012	M & O	.523500	92,409.67	.00	441.68	.00	92,851.35	131.77	.00	.00	92,983.12
	I & S	.066500	11,738.75	.00	56.11	.00	11,794.86	.00	.00	.00	11,794.86
	TOTAL	.590000	104,148.42	.00	497.79	.00	104,646.21	131.77	.00	.00	104,777.98
2011	M & O	.522500	100,604.09	.00	450.20	.00	101,054.29	97.87	.00	.00	101,152.16
	I & S	.067500	12,996.66	.00	58.16	.00	13,054.82	.00	.00	.00	13,054.82
	TOTAL	.590000	113,600.75	.00	508.36	.00	114,109.11	97.87	.00	.00	114,206.98
2010	M & O	.510700	77,533.19	.00	398.48	.00	77,931.67	103.65	.00	.00	78,035.32
	I & S	.079300	12,039.13	.00	61.87	.00	12,101.00	.00	.00	.00	12,101.00
	TOTAL	.590000	89,572.32	.00	460.35	.00	90,032.67	103.65	.00	.00	90,136.32
2009	M & O	.512700	4,637.29	.00	371.94	.00	5,009.23	275.27	.00	.00	5,284.50
	I & S	.077300	699.18	.00	56.06	.00	755.24	.00	.00	.00	755.24
	TOTAL	.590000	5,336.47	.00	428.00	.00	5,764.47	275.27	.00	.00	6,039.74
2008	M & O	.519100	94.89	.00	12.34	.00	107.23	.00	.00	.00	107.23
	I & S	.070900	12.96	.00	1.68	.00	14.64	.00	.00	.00	14.64
	TOTAL	.590000	107.85	.00	14.02	.00	121.87	.00	.00	.00	121.87
2007	M & O	.515500	39.72	.00	21.44	.00	61.16	10.50	.00	.00	71.66
	I & S	.074500	5.74	.00	3.10	.00	8.84	.00	.00	.00	8.84
	TOTAL	.590000	45.46	.00	24.54	.00	70.00	10.50	.00	.00	80.50
2006	M & O	.520000	191.99	.00	103.67	.00	295.66	50.32	.00	.00	345.98
	I & S	.070000	25.84	.00	13.96	.00	39.80	.00	.00	.00	39.80
	TOTAL	.590000	217.83	.00	117.63	.00	335.46	50.32	.00	.00	385.78
ALL	M & O		448,247.52	.00	2,328.46	.00	450,575.98	706.72	.00	.00	451,282.70
ALL	I & S		58,957.30	.00	321.06	.00	59,278.36	.00	.00	.00	59,278.36
ALL	TOTAL		507,204.82	.00	2,649.52	.00	509,854.34	706.72	.00	.00	510,561.06

TC298-D SELECTION: SYSTEM DEPOSIT DISTRIBUTION AG ROLLBACK ONLY
RECEIPT DATE: ALL FROM: 07/01/2015 THRU 06/30/2016
JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		440,611.34	.00	2,328.46	.00	442,939.80	706.72	.00	.00	443,646.52
DLQ	I & S		57,970.80	.00	321.06	.00	58,291.86	.00	.00	.00	58,291.86
DLQ	TOTAL		498,582.14	.00	2,649.52	.00	501,231.66	706.72	.00	.00	501,938.38
CURR	M & O		7,636.18	.00	.00	.00	7,636.18	.00	.00	.00	7,636.18
CURR	I & S		986.50	.00	.00	.00	986.50	.00	.00	.00	986.50
CURR	TOTAL		8,622.68	.00	.00	.00	8,622.68	.00	.00	.00	8,622.68

TC298-D SELECTION: SYSTEM DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK
RECEIPT DATE: ALL FROM: 07/01/2015 THRU 06/30/2016
JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.522500	149,362,122.58	.00	1,533,884.49	3,904,962.03-	146,991,045.04	61,274.87	.00	.00	150,957,281.94
	I & S	.067500	19,295,563.72	.00	198,154.64	504,468.75-	18,989,249.61	.00	.00	.00	19,493,718.36
	TOTAL	.590000	168,657,686.30	.00	1,732,039.13	4,409,430.78-	165,980,294.65	61,274.87	.00	.00	170,451,000.30
2014	M & O	.530800	4,883,452.58	.00	1,008,230.44	157,739.25-	5,733,943.77	874,294.97	.00	.00	6,765,977.99
	I & S	.059200	544,649.85	.00	112,447.57	17,592.80-	639,504.62	.00	.00	.00	657,097.42
	TOTAL	.590000	5,428,102.43	.00	1,120,678.01	175,332.05-	6,373,448.39	874,294.97	.00	.00	7,423,075.41
2013	M & O	.520800	1,427,906.40	.00	440,472.80	9,362.23-	1,859,016.97	264,289.39	.00	.00	2,132,668.59
	I & S	.069200	189,729.85	.00	58,526.63	1,244.01-	247,012.47	.00	.00	.00	248,256.48
	TOTAL	.590000	1,617,636.25	.00	498,999.43	10,606.24-	2,106,029.44	264,289.39	.00	.00	2,380,925.07
2012	M & O	.523500	782,435.73	.00	316,052.48	11,718.48-	1,086,769.73	155,508.65	.00	.00	1,253,996.86
	I & S	.066500	99,392.79	.00	40,148.02	1,488.50-	138,052.31	.00	.00	.00	139,540.81
	TOTAL	.590000	881,828.52	.00	356,200.50	13,206.98-	1,224,822.04	155,508.65	.00	.00	1,393,537.67
2011	M & O	.522500	507,004.43	.00	234,885.43	7,829.73-	734,060.13	101,650.77	.00	.00	843,540.63
	I & S	.067500	65,497.74	.00	30,343.86	1,011.51-	94,830.09	.00	.00	.00	95,841.60
	TOTAL	.590000	572,502.17	.00	265,229.29	8,841.24-	828,890.22	101,650.77	.00	.00	939,382.23
2010	M & O	.510700	368,638.50	.00	201,274.25	6,996.29-	562,916.46	79,168.59	.00	.00	649,081.34
	I & S	.079300	57,241.25	.00	31,253.23	1,086.38-	87,408.10	.00	.00	.00	88,494.48
	TOTAL	.590000	425,879.75	.00	232,527.48	8,082.67-	650,324.56	79,168.59	.00	.00	737,575.82
2009	M & O	.512700	226,938.80	.00	183,299.48	206.19-	410,032.09	66,453.11	.00	.00	476,691.39
	I & S	.077300	34,215.68	.00	27,636.16	31.09-	61,820.75	.00	.00	.00	61,851.84
	TOTAL	.590000	261,154.48	.00	210,935.64	237.28-	471,852.84	66,453.11	.00	.00	538,543.23
2008	M & O	.519100	162,835.76	.00	146,177.70	1,413.82-	307,599.64	46,230.58	.00	.00	355,244.04
	I & S	.070900	22,240.58	.00	19,965.24	193.12-	42,012.70	.00	.00	.00	42,205.82
	TOTAL	.590000	185,076.34	.00	166,142.94	1,606.94-	349,612.34	46,230.58	.00	.00	397,449.86
2007	M & O	.515500	117,446.79	.00	119,054.11	1,082.70-	235,418.20	37,034.43	.00	.00	273,535.33
	I & S	.074500	16,973.46	.00	17,205.72	156.49-	34,022.69	.00	.00	.00	34,179.18
	TOTAL	.590000	134,420.25	.00	136,259.83	1,239.19-	269,440.89	37,034.43	.00	.00	307,714.51
2006	M & O	.520000	87,525.60	.00	98,519.38	412.16-	185,632.82	27,761.84	.00	.00	213,806.82
	I & S	.070000	11,782.14	.00	13,262.20	55.48-	24,988.86	.00	.00	.00	25,044.34
	TOTAL	.590000	99,307.74	.00	111,781.58	467.64-	210,621.68	27,761.84	.00	.00	238,851.16
2005	M & O	.527100	68,048.83	.00	84,079.79	193.75-	151,934.87	23,047.76	.00	.00	175,176.38
	I & S	.062900	8,120.60	.00	10,033.33	23.13-	18,130.80	.00	.00	.00	18,153.93
	TOTAL	.590000	76,169.43	.00	94,113.12	216.88-	170,065.67	23,047.76	.00	.00	193,330.31
2004	M & O	.525800	57,054.85	.00	77,328.89	.00	134,383.74	20,783.36	.00	.00	155,167.10
	I & S	.064200	6,966.50	.00	9,441.95	.00	16,408.45	.00	.00	.00	16,408.45
	TOTAL	.590000	64,021.35	.00	86,770.84	.00	150,792.19	20,783.36	.00	.00	171,575.55

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2003	M & O	.526800	42,871.56	.00	63,594.42	.00	106,465.98	16,791.16	.00	.00	123,257.14
	I & S	.063200	5,143.27	.00	7,629.40	.00	12,772.67	.00	.00	.00	12,772.67
	TOTAL	.590000	48,014.83	.00	71,223.82	.00	119,238.65	16,791.16	.00	.00	136,029.81
2002	M & O	.521500	33,570.90	.00	53,469.51	.00	87,040.41	14,009.49	.00	.00	101,049.90
	I & S	.068500	4,409.62	.00	7,023.42	.00	11,433.04	.00	.00	.00	11,433.04
	TOTAL	.590000	37,980.52	.00	60,492.93	.00	98,473.45	14,009.49	.00	.00	112,482.94
2001	M & O	.459300	24,147.02	.00	41,832.80	.00	65,979.82	10,783.23	.00	.00	76,763.05
	I & S	.060200	3,164.90	.00	5,482.89	.00	8,647.79	.00	.00	.00	8,647.79
	TOTAL	.519500	27,311.92	.00	47,315.69	.00	74,627.61	10,783.23	.00	.00	85,410.84
2000	M & O	.445400	21,946.99	.00	40,503.98	.00	62,450.97	10,166.13	.00	.00	72,617.10
	I & S	.055300	2,725.00	.00	5,028.92	.00	7,753.92	.00	.00	.00	7,753.92
	TOTAL	.500700	24,671.99	.00	45,532.90	.00	70,204.89	10,166.13	.00	.00	80,371.02
1999	M & O	.394300	14,129.34	.00	27,745.70	.00	41,875.04	6,812.52	.00	.00	48,687.56
	I & S	.052400	1,877.71	.00	3,687.19	.00	5,564.90	.00	.00	.00	5,564.90
	TOTAL	.446700	16,007.05	.00	31,432.89	.00	47,439.94	6,812.52	.00	.00	54,252.46
1998	M & O	.429400	12,683.81	.00	26,580.23	.00	39,264.04	5,902.62	.00	.00	45,166.66
	I & S	.017300	511.06	.00	1,070.88	.00	1,581.94	.00	.00	.00	1,581.94
	TOTAL	.446700	13,194.87	.00	27,651.11	.00	40,845.98	5,902.62	.00	.00	46,748.60
1997	M & O	.459500	12,571.15	.00	27,993.87	.00	40,565.02	6,128.75	.00	.00	46,693.77
	I & S	.015200	415.84	.00	925.86	.00	1,341.70	.00	.00	.00	1,341.70
	TOTAL	.474700	12,986.99	.00	28,919.73	.00	41,906.72	6,128.75	.00	.00	48,035.47
1996	M & O	.448600	10,404.55	.00	24,344.15	.00	34,748.70	5,244.19	.00	.00	39,992.89
	I & S	.016800	389.68	.00	911.64	.00	1,301.32	.00	.00	.00	1,301.32
	TOTAL	.465400	10,794.23	.00	25,255.79	.00	36,050.02	5,244.19	.00	.00	41,294.21
1995	M & O	.427600	9,077.44	.00	22,243.86	.00	31,321.30	4,699.50	.00	.00	36,020.80
	I & S	.018400	390.56	.00	957.14	.00	1,347.70	.00	.00	.00	1,347.70
	TOTAL	.446000	9,468.00	.00	23,201.00	.00	32,669.00	4,699.50	.00	.00	37,368.50
1994	M & O	.399300	6,461.58	.00	16,739.90	.00	23,201.48	3,538.61	.00	.00	26,740.09
	I & S	.014700	237.88	.00	616.22	.00	854.10	.00	.00	.00	854.10
	TOTAL	.414000	6,699.46	.00	17,356.12	.00	24,055.58	3,538.61	.00	.00	27,594.19
1993	M & O	.395600	4,839.28	.00	13,040.94	.00	17,880.22	2,693.78	.00	.00	20,574.00
	I & S	.011500	140.70	.00	379.09	.00	519.79	.00	.00	.00	519.79
	TOTAL	.407100	4,979.98	.00	13,420.03	.00	18,400.01	2,693.78	.00	.00	21,093.79
1992	M & O	.382800	4,201.23	.00	11,804.48	.00	16,005.71	2,435.02	.00	.00	18,440.73
	I & S	.016100	176.70	.00	496.49	.00	673.19	.00	.00	.00	673.19
	TOTAL	.398900	4,377.93	.00	12,300.97	.00	16,678.90	2,435.02	.00	.00	19,113.92

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1991	M & O	.362600	3,324.94	.00	9,684.65	.00	13,009.59	1,957.87	.00	.00	14,967.46
	I & S	.015100	138.48	.00	403.27	.00	541.75	.00	.00	.00	541.75
	TOTAL	.377700	3,463.42	.00	10,087.92	.00	13,551.34	1,957.87	.00	.00	15,509.21
1990	M & O	.360900	3,108.43	.00	9,437.98	.00	12,546.41	1,874.96	.00	.00	14,421.37
	I & S	.010400	89.58	.00	271.94	.00	361.52	.00	.00	.00	361.52
	TOTAL	.371300	3,198.01	.00	9,709.92	.00	12,907.93	1,874.96	.00	.00	14,782.89
1989	M & O	.369000	2,389.22	.00	7,543.30	.00	9,932.52	1,447.90	.00	.00	11,380.42
	I & S	.002500	16.22	.00	51.12	.00	67.34	.00	.00	.00	67.34
	TOTAL	.371500	2,405.44	.00	7,594.42	.00	9,999.86	1,447.90	.00	.00	11,447.76
1988	M & O	.358000	1,976.77	.00	6,451.79	.00	8,428.56	1,229.10	.00	.00	9,657.66
	I & S	.003500	19.37	.00	63.08	.00	82.45	.00	.00	.00	82.45
	TOTAL	.361500	1,996.14	.00	6,514.87	.00	8,511.01	1,229.10	.00	.00	9,740.11
1987	M & O	.277800	1,037.80	.00	3,591.07	.00	4,628.87	693.72	.00	.00	5,322.59
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.277800	1,037.80	.00	3,591.07	.00	4,628.87	693.72	.00	.00	5,322.59
1986	M & O	.268300	427.07	.00	1,526.98	.00	1,954.05	294.18	.00	.00	2,248.23
	I & S	.001000	1.57	.00	5.70	.00	7.27	.00	.00	.00	7.27
	TOTAL	.269300	428.64	.00	1,532.68	.00	1,961.32	294.18	.00	.00	2,255.50
1985	M & O	.232000	263.68	.00	972.54	.00	1,236.22	187.84	.00	.00	1,424.06
	I & S	.003000	3.42	.00	12.57	.00	15.99	.00	.00	.00	15.99
	TOTAL	.235000	267.10	.00	985.11	.00	1,252.21	187.84	.00	.00	1,440.05
1984	M & O	.334000	86.67	.00	329.53	.00	416.20	62.98	.00	.00	479.18
	I & S	.003000	.77	.00	2.96	.00	3.73	.00	.00	.00	3.73
	TOTAL	.337000	87.44	.00	332.49	.00	419.93	62.98	.00	.00	482.91
1983	M & O	.348000	203.89	.00	771.78	.00	975.67	128.81	.00	.00	1,104.48
	I & S	.005000	2.94	.00	11.07	.00	14.01	.00	.00	.00	14.01
	TOTAL	.353000	206.83	.00	782.85	.00	989.68	128.81	.00	.00	1,118.49
1981	M & O	.334000	5.62	.00	23.56	.00	29.18	4.38	.00	.00	33.56
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.334000	5.62	.00	23.56	.00	29.18	4.38	.00	.00	33.56
1980	M & O	.300000	.66	.00	2.79	.00	3.45	.52	.00	.00	3.97
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.300000	.66	.00	2.79	.00	3.45	.52	.00	.00	3.97

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		158,261,140.45	.00	4,853,489.05	4,101,916.63-	159,012,712.87	1,854,585.58	.00	.00	164,969,215.08
ALL	I & S		20,372,229.43	.00	603,449.40	527,351.26-	20,448,327.57	.00	.00	.00	20,975,678.83
ALL	TOTAL		178,633,369.88	.00	5,456,938.45	4,629,267.89-	179,461,040.44	1,854,585.58	.00	.00	185,944,893.91
DLQ	M & O		8,899,017.87	.00	3,319,604.56	196,954.60-	12,021,667.83	1,793,310.71	.00	.00	14,011,933.14
DLQ	I & S		1,076,665.71	.00	405,294.76	22,882.51-	1,459,077.96	.00	.00	.00	1,481,960.47
DLQ	TOTAL		9,975,683.58	.00	3,724,899.32	219,837.11-	13,480,745.79	1,793,310.71	.00	.00	15,493,893.61
CURR	M & O		149,362,122.58	.00	1,533,884.49	3,904,962.03-	146,991,045.04	61,274.87	.00	.00	150,957,281.94
CURR	I & S		19,295,563.72	.00	198,154.64	504,468.75-	18,989,249.61	.00	.00	.00	19,493,718.36
CURR	TOTAL		168,657,686.30	.00	1,732,039.13	4,409,430.78-	165,980,294.65	61,274.87	.00	.00	170,451,000.30

PART 2

ROAD/STATE ANNUAL TAX COLLECTIONS REPORT

PABLO "PAUL" VILLARREAL JR., TAX ASSR & COLL
HIDALGO COUNTY ENTITIES ANNUAL TAX REPORT
JULY 01, 2015 THRU JUNE 30, 2016

TAX COLLECTIONS	BASE	PEN & INT	ATTY FEE	
ROAD DIST #2				
DELINQUENT	-	-	-	
TOTALS	-	-	-	
				-
ROAD DIST #5				
DELINQUENT	344.85	894.25	181.67	
TOTALS	344.85	894.25	181.67	
				1,420.77
ROAD DIST #11				
DELINQUENT	-	-	-	
TOTALS	-	-	-	
				-
ROAD DIST #15				
DELINQUENT	35.76	122.87	22.51	
TOTALS	35.76	122.87	22.51	
				181.14
STATE DIST				
DELINQUENT	-	-	-	
TOTALS	-	-	-	
				-
SPECIAL INVENTORY VARIANCE			-	
OTHER REVENUE TOTALS				-
TOTAL COLLECTED 2015-2016 HIDALGO COUNTY ENTITIES				**1,601.91**

DISBURSEMENTS	
ATTORNEY FEES	204.18
PRIOR YEAR REFUNDS	-

RECAP

TOTAL DELINQUENT BASE	380.61
TOTAL PENALTY & INTEREST	1,017.12
TOTAL TAX COLLECTIONS	1,397.73
TOTAL ATTORNEY FEES	204.18
OTHER REVENUE TOTALS	-

DISBURSEMENTS (CONT')

TOTAL	1,601.91	
LESS REFUNDS DISBURSED THRU FISCAL YEAR	-	
TOTAL COLLECTED 2015/2016	1,601.91	
LESS ATTY FEE	204.18	
TOTAL REVENUE DISBURSED TO HIDALGO COUNTY ENTITIES		**1,397.73**
TOTAL DISBURSED 2015-2016 HIDALGO COUNTY ENTITIES		**1,601.91**
	DIFF.	-

AFFIDAVIT

I, PABLO "PAUL" VILLARREAL JR., TAX ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY ENTITIES, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE FISCAL YEAR ENDING 2015-2016 IS CORRECT.

Pablo Paul Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY ENTITIES

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF AUGUST 2016

Melinda Mendoza

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
AUGUST 22, 2018

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	.000000	.00	.00	.00	.00	.00	16.09	.00	.00	16.09
	I & S	.010900	40.33	.00	76.89	.00	117.22	.00	.00	.00	117.22
	TOTAL	.010900	40.33	.00	76.89	.00	117.22	16.09	.00	.00	133.31
1998	M & O	.000000	.00	.00	.00	.00	.00	20.35	.00	.00	20.35
	I & S	.019500	44.92	.00	94.72	.00	139.64	.00	.00	.00	139.64
	TOTAL	.019500	44.92	.00	94.72	.00	139.64	20.35	.00	.00	159.99
1997	M & O	.000000	.00	.00	.00	.00	.00	18.67	.00	.00	18.67
	I & S	.023000	38.72	.00	87.13	.00	125.85	.00	.00	.00	125.85
	TOTAL	.023000	38.72	.00	87.13	.00	125.85	18.67	.00	.00	144.52
1996	M & O	.000000	.00	.00	.00	.00	.00	26.81	.00	.00	26.81
	I & S	.025000	55.46	.00	129.80	.00	185.26	.00	.00	.00	185.26
	TOTAL	.025000	55.46	.00	129.80	.00	185.26	26.81	.00	.00	212.07
1995	M & O	.000000	.00	.00	.00	.00	.00	15.00	.00	.00	15.00
	I & S	.025000	28.59	.00	71.68	.00	100.27	.00	.00	.00	100.27
	TOTAL	.025000	28.59	.00	71.68	.00	100.27	15.00	.00	.00	115.27
1994	M & O	.000000	.00	.00	.00	.00	.00	13.76	.00	.00	13.76
	I & S	.020000	26.92	.00	68.47	.00	95.39	.00	.00	.00	95.39
	TOTAL	.020000	26.92	.00	68.47	.00	95.39	13.76	.00	.00	109.15
1993	M & O	.000000	.00	.00	.00	.00	.00	10.04	.00	.00	10.04
	I & S	.020000	18.33	.00	49.43	.00	67.76	.00	.00	.00	67.76
	TOTAL	.020000	18.33	.00	49.43	.00	67.76	10.04	.00	.00	77.80
1992	M & O	.000000	.00	.00	.00	.00	.00	6.97	.00	.00	6.97
	I & S	.020000	12.04	.00	34.34	.00	46.38	.00	.00	.00	46.38
	TOTAL	.020000	12.04	.00	34.34	.00	46.38	6.97	.00	.00	53.35
1991	M & O	.000000	.00	.00	.00	.00	.00	3.70	.00	.00	3.70
	I & S	.010000	6.17	.00	18.42	.00	24.59	.00	.00	.00	24.59
	TOTAL	.010000	6.17	.00	18.42	.00	24.59	3.70	.00	.00	28.29
1990	M & O	.010000	3.51	.00	10.82	.00	14.33	2.17	.00	.00	16.50
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.010000	3.51	.00	10.82	.00	14.33	2.17	.00	.00	16.50
1989	M & O	.020000	4.48	.00	14.15	.00	18.63	2.78	.00	.00	21.41
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.020000	4.48	.00	14.15	.00	18.63	2.78	.00	.00	21.41
1988	M & O	.000000	.00	.00	.00	.00	.00	3.78	.00	.00	3.78
	I & S	.020000	6.24	.00	20.06	.00	26.30	.00	.00	.00	26.30
	TOTAL	.020000	6.24	.00	20.06	.00	26.30	3.78	.00	.00	30.08

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1987	M & O	.000000	.00	.00	.00	.00	.00	9.32	.00	.00	9.32
	I & S	.040000	14.22	.00	48.53	.00	62.75	.00	.00	.00	62.75
	TOTAL	.040000	14.22	.00	48.53	.00	62.75	9.32	.00	.00	72.07
1986	M & O	.000000	.00	.00	.00	.00	.00	8.45	.00	.00	8.45
	I & S	.050000	12.31	.00	44.01	.00	56.32	.00	.00	.00	56.32
	TOTAL	.050000	12.31	.00	44.01	.00	56.32	8.45	.00	.00	64.77
1985	M & O	.000000	.00	.00	.00	.00	.00	8.68	.00	.00	8.68
	I & S	.050000	12.31	.00	45.48	.00	57.79	.00	.00	.00	57.79
	TOTAL	.050000	12.31	.00	45.48	.00	57.79	8.68	.00	.00	66.47
1984	M & O	.000000	.00	.00	.00	.00	.00	1.98	.00	.00	1.98
	I & S	.055000	2.74	.00	10.43	.00	13.17	.00	.00	.00	13.17
	TOTAL	.055000	2.74	.00	10.43	.00	13.17	1.98	.00	.00	15.15
1983	M & O	.000000	.00	.00	.00	.00	.00	10.89	.00	.00	10.89
	I & S	.075000	14.71	.00	57.89	.00	72.60	.00	.00	.00	72.60
	TOTAL	.075000	14.71	.00	57.89	.00	72.60	10.89	.00	.00	83.49
1981	M & O	.000000	2.52	.00	10.61	.00	13.13	1.97	.00	.00	15.10
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	2.52	.00	10.61	.00	13.13	1.97	.00	.00	15.10
1980	M & O	.150000	.33	.00	1.39	.00	1.72	.26	.00	.00	1.98
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.150000	.33	.00	1.39	.00	1.72	.26	.00	.00	1.98
ALL	M & O		10.84	.00	36.97	.00	47.81	181.67	.00	.00	229.48
ALL	I & S		334.01	.00	857.28	.00	1,191.29	.00	.00	.00	1,191.29
ALL	TOTAL		344.85	.00	894.25	.00	1,239.10	181.67	.00	.00	1,420.77
DLQ	M & O		10.84	.00	36.97	.00	47.81	181.67	.00	.00	229.48
DLQ	I & S		334.01	.00	857.28	.00	1,191.29	.00	.00	.00	1,191.29
DLQ	TOTAL		344.85	.00	894.25	.00	1,239.10	181.67	.00	.00	1,420.77
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	.000000	.00	.00	.00	.00	.00	16.09	.00	.00	16.09
	I & S	.010900	40.33	.00	76.89	.00	117.22	.00	.00	.00	117.22
	TOTAL	.010900	40.33	.00	76.89	.00	117.22	16.09	.00	.00	133.31
1998	M & O	.000000	.00	.00	.00	.00	.00	20.35	.00	.00	20.35
	I & S	.019500	44.92	.00	94.72	.00	139.64	.00	.00	.00	139.64
	TOTAL	.019500	44.92	.00	94.72	.00	139.64	20.35	.00	.00	159.99
1997	M & O	.000000	.00	.00	.00	.00	.00	18.67	.00	.00	18.67
	I & S	.023000	38.72	.00	87.13	.00	125.85	.00	.00	.00	125.85
	TOTAL	.023000	38.72	.00	87.13	.00	125.85	18.67	.00	.00	144.52
1996	M & O	.000000	.00	.00	.00	.00	.00	26.81	.00	.00	26.81
	I & S	.025000	55.46	.00	129.80	.00	185.26	.00	.00	.00	185.26
	TOTAL	.025000	55.46	.00	129.80	.00	185.26	26.81	.00	.00	212.07
1995	M & O	.000000	.00	.00	.00	.00	.00	15.00	.00	.00	15.00
	I & S	.025000	28.59	.00	71.68	.00	100.27	.00	.00	.00	100.27
	TOTAL	.025000	28.59	.00	71.68	.00	100.27	15.00	.00	.00	115.27
1994	M & O	.000000	.00	.00	.00	.00	.00	13.76	.00	.00	13.76
	I & S	.020000	26.92	.00	68.47	.00	95.39	.00	.00	.00	95.39
	TOTAL	.020000	26.92	.00	68.47	.00	95.39	13.76	.00	.00	109.15
1993	M & O	.000000	.00	.00	.00	.00	.00	10.04	.00	.00	10.04
	I & S	.020000	18.33	.00	49.43	.00	67.76	.00	.00	.00	67.76
	TOTAL	.020000	18.33	.00	49.43	.00	67.76	10.04	.00	.00	77.80
1992	M & O	.000000	.00	.00	.00	.00	.00	6.97	.00	.00	6.97
	I & S	.020000	12.04	.00	34.34	.00	46.38	.00	.00	.00	46.38
	TOTAL	.020000	12.04	.00	34.34	.00	46.38	6.97	.00	.00	53.35
1991	M & O	.000000	.00	.00	.00	.00	.00	3.70	.00	.00	3.70
	I & S	.010000	6.17	.00	18.42	.00	24.59	.00	.00	.00	24.59
	TOTAL	.010000	6.17	.00	18.42	.00	24.59	3.70	.00	.00	28.29
1990	M & O	.010000	3.51	.00	10.82	.00	14.33	2.17	.00	.00	16.50
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.010000	3.51	.00	10.82	.00	14.33	2.17	.00	.00	16.50
1989	M & O	.020000	4.48	.00	14.15	.00	18.63	2.78	.00	.00	21.41
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.020000	4.48	.00	14.15	.00	18.63	2.78	.00	.00	21.41
1988	M & O	.000000	.00	.00	.00	.00	.00	3.78	.00	.00	3.78
	I & S	.020000	6.24	.00	20.06	.00	26.30	.00	.00	.00	26.30
	TOTAL	.020000	6.24	.00	20.06	.00	26.30	3.78	.00	.00	30.08

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1987	M & O	.000000	.00	.00	.00	.00	.00	9.32	.00	.00	9.32
	I & S	.040000	14.22	.00	48.53	.00	62.75	.00	.00	.00	62.75
	TOTAL	.040000	14.22	.00	48.53	.00	62.75	9.32	.00	.00	72.07
1986	M & O	.000000	.00	.00	.00	.00	.00	8.45	.00	.00	8.45
	I & S	.050000	12.31	.00	44.01	.00	56.32	.00	.00	.00	56.32
	TOTAL	.050000	12.31	.00	44.01	.00	56.32	8.45	.00	.00	64.77
1985	M & O	.000000	.00	.00	.00	.00	.00	8.68	.00	.00	8.68
	I & S	.050000	12.31	.00	45.48	.00	57.79	.00	.00	.00	57.79
	TOTAL	.050000	12.31	.00	45.48	.00	57.79	8.68	.00	.00	66.47
1984	M & O	.000000	.00	.00	.00	.00	.00	1.98	.00	.00	1.98
	I & S	.055000	2.74	.00	10.43	.00	13.17	.00	.00	.00	13.17
	TOTAL	.055000	2.74	.00	10.43	.00	13.17	1.98	.00	.00	15.15
1983	M & O	.000000	.00	.00	.00	.00	.00	10.89	.00	.00	10.89
	I & S	.075000	14.71	.00	57.89	.00	72.60	.00	.00	.00	72.60
	TOTAL	.075000	14.71	.00	57.89	.00	72.60	10.89	.00	.00	83.49
1981	M & O	.000000	2.52	.00	10.61	.00	13.13	1.97	.00	.00	15.10
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	2.52	.00	10.61	.00	13.13	1.97	.00	.00	15.10
1980	M & O	.150000	.33	.00	1.39	.00	1.72	.26	.00	.00	1.98
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.150000	.33	.00	1.39	.00	1.72	.26	.00	.00	1.98
ALL	M & O		10.84	.00	36.97	.00	47.81	181.67	.00	.00	229.48
ALL	I & S		334.01	.00	857.28	.00	1,191.29	.00	.00	.00	1,191.29
ALL	TOTAL		344.85	.00	894.25	.00	1,239.10	181.67	.00	.00	1,420.77
DLQ	M & O		10.84	.00	36.97	.00	47.81	181.67	.00	.00	229.48
DLQ	I & S		334.01	.00	857.28	.00	1,191.29	.00	.00	.00	1,191.29
DLQ	TOTAL		344.85	.00	894.25	.00	1,239.10	181.67	.00	.00	1,420.77
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.000000	.00	.00	.00	.00	.00	2.06	.00	.00	2.06
	I & S	.005000	4.00	.00	10.57	.00	14.57	.00	.00	.00	14.57
	TOTAL	.005000	4.00	.00	10.57	.00	14.57	2.06	.00	.00	16.63
1987	M & O	.000000	.00	.00	.00	.00	.00	8.48	.00	.00	8.48
	I & S	.040000	12.66	.00	43.91	.00	56.57	.00	.00	.00	56.57
	TOTAL	.040000	12.66	.00	43.91	.00	56.57	8.48	.00	.00	65.05
1986	M & O	.000000	.00	.00	.00	.00	.00	9.45	.00	.00	9.45
	I & S	.050000	13.72	.00	49.25	.00	62.97	.00	.00	.00	62.97
	TOTAL	.050000	13.72	.00	49.25	.00	62.97	9.45	.00	.00	72.42
1985	M & O	.000000	.00	.00	.00	.00	.00	2.52	.00	.00	2.52
	I & S	.050000	3.56	.00	13.21	.00	16.77	.00	.00	.00	16.77
	TOTAL	.050000	3.56	.00	13.21	.00	16.77	2.52	.00	.00	19.29
1983	M & O	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	I & S	.025000	1.82	.00	5.93	.00	7.75	.00	.00	.00	7.75
	TOTAL	.025000	1.82	.00	5.93	.00	7.75	.00	.00	.00	7.75
ALL	M & O		.00	.00	.00	.00	.00	22.51	.00	.00	22.51
ALL	I & S		35.76	.00	122.87	.00	158.63	.00	.00	.00	158.63
ALL	TOTAL		35.76	.00	122.87	.00	158.63	22.51	.00	.00	181.14
DLQ	M & O		.00	.00	.00	.00	.00	22.51	.00	.00	22.51
DLQ	I & S		35.76	.00	122.87	.00	158.63	.00	.00	.00	158.63
DLQ	TOTAL		35.76	.00	122.87	.00	158.63	22.51	.00	.00	181.14
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.000000	.00	.00	.00	.00	.00	2.06	.00	.00	2.06
	I & S	.005000	4.00	.00	10.57	.00	14.57	.00	.00	.00	14.57
	TOTAL	.005000	4.00	.00	10.57	.00	14.57	2.06	.00	.00	16.63
1987	M & O	.000000	.00	.00	.00	.00	.00	8.48	.00	.00	8.48
	I & S	.040000	12.66	.00	43.91	.00	56.57	.00	.00	.00	56.57
	TOTAL	.040000	12.66	.00	43.91	.00	56.57	8.48	.00	.00	65.05
1986	M & O	.000000	.00	.00	.00	.00	.00	9.45	.00	.00	9.45
	I & S	.050000	13.72	.00	49.25	.00	62.97	.00	.00	.00	62.97
	TOTAL	.050000	13.72	.00	49.25	.00	62.97	9.45	.00	.00	72.42
1985	M & O	.000000	.00	.00	.00	.00	.00	2.52	.00	.00	2.52
	I & S	.050000	3.56	.00	13.21	.00	16.77	.00	.00	.00	16.77
	TOTAL	.050000	3.56	.00	13.21	.00	16.77	2.52	.00	.00	19.29
1983	M & O	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	I & S	.025000	1.82	.00	5.93	.00	7.75	.00	.00	.00	7.75
	TOTAL	.025000	1.82	.00	5.93	.00	7.75	.00	.00	.00	7.75
ALL	M & O		.00	.00	.00	.00	.00	22.51	.00	.00	22.51
ALL	I & S		35.76	.00	122.87	.00	158.63	.00	.00	.00	158.63
ALL	TOTAL		35.76	.00	122.87	.00	158.63	22.51	.00	.00	181.14
DLQ	M & O		.00	.00	.00	.00	.00	22.51	.00	.00	22.51
DLQ	I & S		35.76	.00	122.87	.00	158.63	.00	.00	.00	158.63
DLQ	TOTAL		35.76	.00	122.87	.00	158.63	22.51	.00	.00	181.14
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

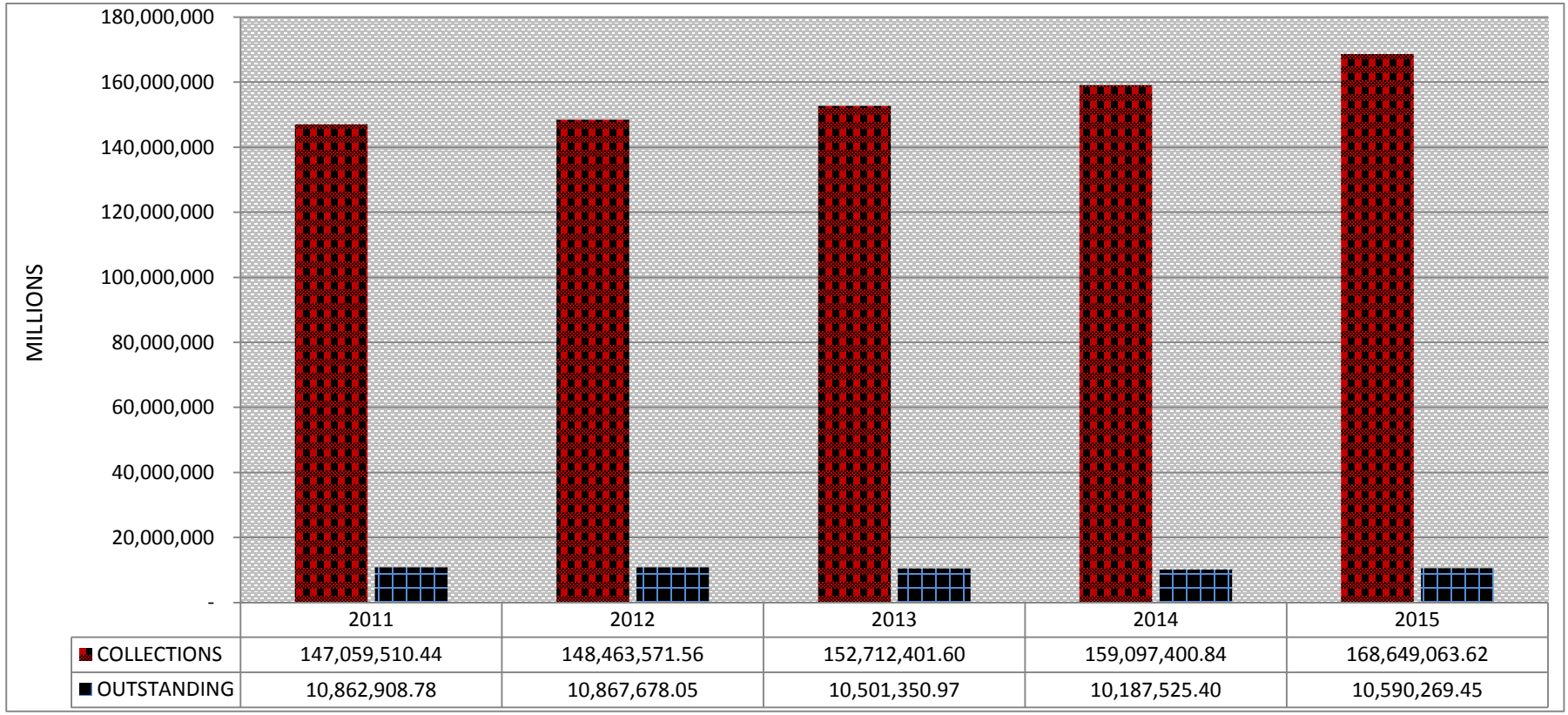
PART 3

CURRENT/DELINQUENT COLLECTIONS REPORT

PABLO "PAUL" VILLARREAL JR., ASSESSOR/COLLECTOR
HIDALGO COUNTY
TAX COLLECTION REPORT

AD VALOREM - HIDALGO COUNTY	**2015-2016**	**2014-2015**	**DIFFERENCE**
2015 CURRENT			
ORIGINAL LEVY	178,719,088.17	167,256,801.76	11,462,286.41
MODIFICATIONS	520,244.90	2,028,124.48	(1,507,879.58)
CURRENT LEVY	179,239,333.07	169,284,926.24	9,954,406.83
CURRENT COLLECTIONS THIS MONTH	1,772,636.91	1,669,749.00	102,887.91
CURRENT COLLECTIONS TO DATE	168,649,063.62	159,097,400.84	9,551,662.78
OUTSTANDING TO DATE	10,590,269.45	10,187,525.40	402,744.05
PERCENT COLLECTED/ORIGINAL	94.37%	95.12%	-0.75%
PERCENT COLLECTED/MODIFIED	94.09%	93.98%	0.11%
TOTAL COLLECTIONS FISCAL YEAR	168,649,063.62	159,097,400.84	

HIDALGO COUNTY CURRENT TAX COLLECTION
5-YEAR COMPARISON CHART
JULY 1ST - JUNE 30TH

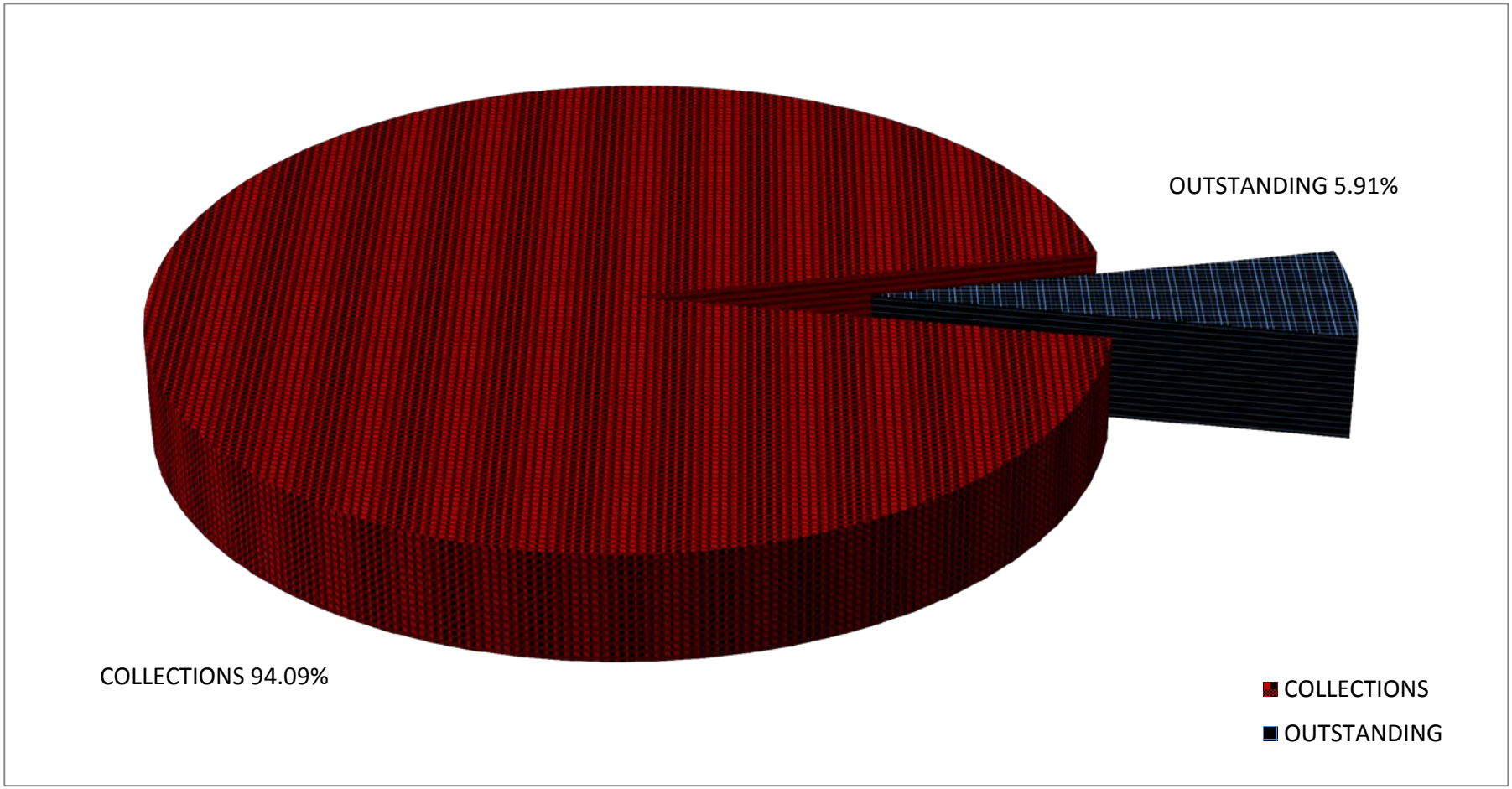


	2011	2012	2013	2014	2015
COLLECTIONS	147,059,510.44	148,463,571.56	152,712,401.60	159,097,400.84	168,649,063.62
OUTSTANDING	10,862,908.78	10,867,678.05	10,501,350.97	10,187,525.40	10,590,269.45

YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2011	158,157,251.97	(234,832.75)	157,922,419.22	147,059,510.44	10,862,908.78	93.12%
2012	159,570,083.70	(238,834.09)	159,331,249.61	148,463,571.56	10,867,678.05	93.18%
2013	163,168,241.08	45,511.49	163,213,752.57	152,712,401.60	10,501,350.97	93.57%
2014	167,256,801.76	2,028,124.48	169,284,926.24	159,097,400.84	10,187,525.40	93.98%
2015	178,719,088.17	520,244.90	179,239,333.07	168,649,063.62	10,590,269.45	94.09%

Pablo "Paul" Villarreal Jr., PCC - Hidalgo County Tax Assr/Coll
Hidalgo County, Texas

HIDALGO COUNTY
2015 CURRENT TAX COLLECTION
JULY 1ST - JUNE 30TH



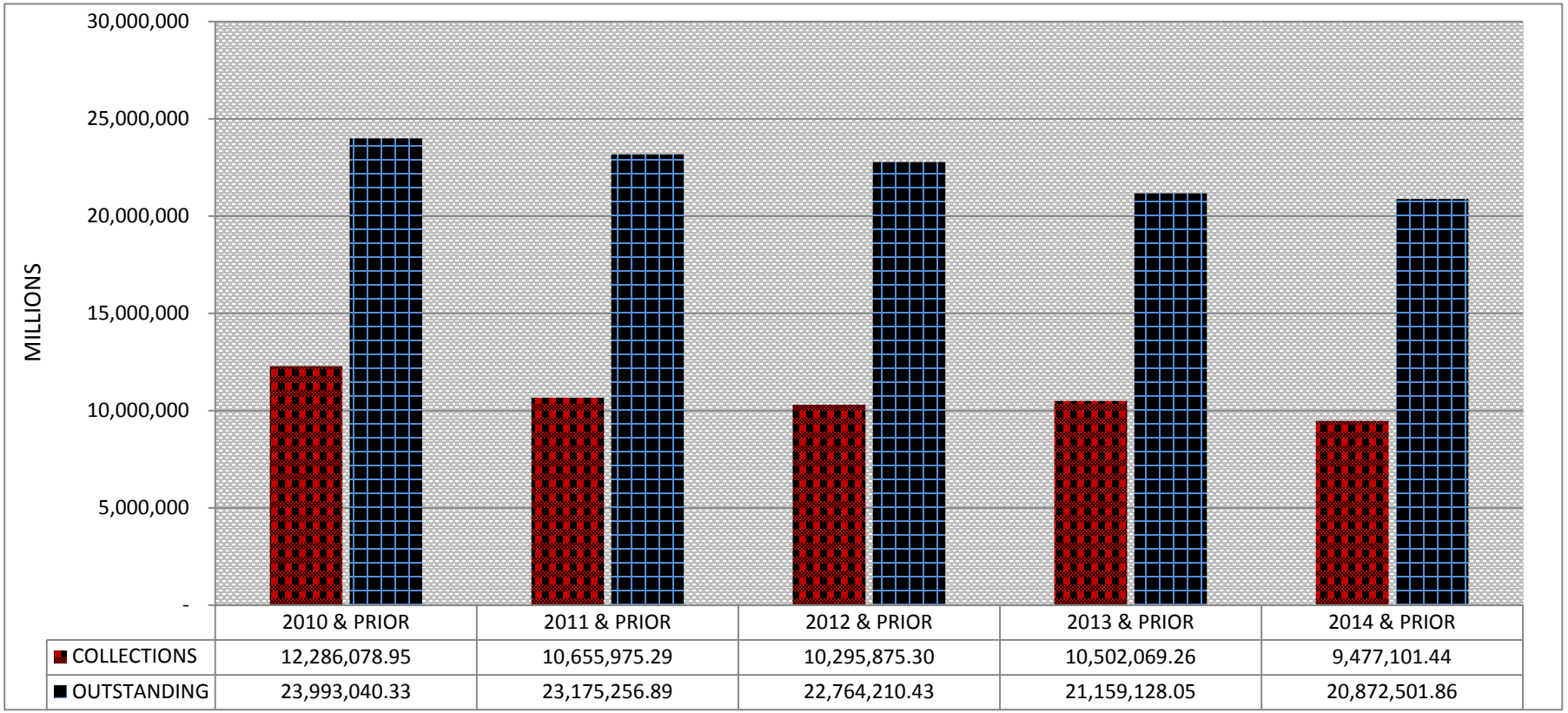
YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2015	178,719,088.17	520,244.90	179,239,333.07	168,649,063.62	10,590,269.45	94.09%

Pablo "Paul" Villarreal Jr., PCC - Hidalgo County Tax Assr/Coll
Hidalgo County, Texas

PABLO "PAUL" VILLARREAL JR., ASSESSOR/COLLECTOR
HIDALGO COUNTY
TAX COLLECTION REPORT

AD VALOREM - HIDALGO COUNTY	2014 & PRIOR	2013 & PRIOR	DIFFERENCE
DELINQUENT			
ORIGINAL LEVY	31,346,653.45	33,265,561.40	(1,918,907.95)
MODIFICATIONS	(997,050.15)	(1,604,364.09)	607,313.94
DELINQUENT LEVY	30,349,603.30	31,661,197.31	(1,311,594.01)
DELINQUENT COLLECTIONS THIS MONTH	468,829.78	630,407.50	(161,577.72)
DELINQUENT COLLECTIONS TO DATE	9,477,101.44	10,502,069.26	(1,024,967.82)
OUTSTANDING TO DATE	20,872,501.86	21,159,128.05	(286,626.19)
PERCENT COLLECTED/ORIGINAL	30.23%	31.57%	-1.34%
PERCENT COLLECTED/MODIFIED	31.23%	33.17%	-1.94%
TOTAL COLLECTIONS FISCAL YEAR	9,477,101.44	10,502,069.26	

HIDALGO COUNTY DELINQUENT TAX COLLECTION
5-YEAR COMPARISON CHART
JULY 1ST - JUNE 30TH



	2010 & PRIOR	2011 & PRIOR	2012 & PRIOR	2013 & PRIOR	2014 & PRIOR
COLLECTIONS	12,286,078.95	10,655,975.29	10,295,875.30	10,502,069.26	9,477,101.44
OUTSTANDING	23,993,040.33	23,175,256.89	22,764,210.43	21,159,128.05	20,872,501.86

YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2010 & PRIOR	37,265,712.35	(986,593.07)	36,279,119.28	12,286,078.95	23,993,040.33	33.87%
2011 & PRIOR	34,855,949.11	(1,024,716.93)	33,831,232.18	10,655,975.29	23,175,256.89	31.50%
2012 & PRIOR	34,042,934.94	(982,849.21)	33,060,085.73	10,295,875.30	22,764,210.43	31.14%
2013 & PRIOR	33,265,561.40	(1,604,364.09)	31,661,197.31	10,502,069.26	21,159,128.05	33.17%
2014 & PRIOR	31,346,653.45	(997,050.16)	30,349,603.30	9,477,101.44	20,872,501.86	31.23%

Pablo "Paul" Villarreal Jr., PCC - Hidalgo County Tax Assr/Coll
Hidalgo County, Texas

PABLO "PAUL" VILLARREAL JR., ASSESSOR/COLLECTOR

HIDALGO COUNTY

TAX COLLECTION REPORT

AD VALOREM - HIDALGO COUNTY	**2015-2016**	**2014-2015**	**DIFFERENCE**
ROLLBACK			
ORIGINAL LEVY	100,394.43	244,763.41	(144,368.98)
MODIFICATIONS	638,133.56	433,550.37	204,583.19
ROLLBACK LEVY	738,527.99	678,313.78	60,214.21
ROLLBACK COLLECTIONS THIS MONTH	42,919.25	25,269.91	17,649.34
ROLLBACK COLLECTIONS TO DATE	507,204.82	577,919.35	(70,714.53)
OUTSTANDING TO DATE	231,323.17	100,394.43	130,928.74
PERCENT COLLECTED/ORIGINAL	505.21%	236.11%	269.10%
PERCENT COLLECTED/MODIFIED	68.68%	85.20%	-16.52%
TOTAL COLLECTIONS FISCAL YEAR	507,204.82	577,919.35	

PART 4

RECAP REPORT

JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	30,650,388,814	91,249,493	30,741,638,307	0.590000	179,239,333.07	302,074

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	178,719,088.17	520,244.90	520,244.90	168,649,063.62	168,649,063.62	10,590,269.45	94.09	9,008.09-
ADJUSTMENT REFUNDS		241,208.91-	241,208.91-					
2014	10,187,525.40	308,672.57-	308,672.57-	5,350,777.18	5,350,777.18	4,528,075.65	54.16	37,331.52-
ADJUSTMENT REFUNDS		228,622.78-	228,622.78-					
2013	4,522,590.15	93,124.80-	93,124.80-	1,509,408.46	1,509,408.46	2,920,056.89	34.08	36,808.06-
ADJUSTMENT REFUNDS		53,280.41-	53,280.41-					
2012	3,061,280.86	55,006.60-	55,006.60-	777,680.10	777,680.10	2,228,594.16	25.87	37,058.09-
ADJUSTMENT REFUNDS		21,806.70-	21,806.70-					
2011	2,293,511.26	59,955.35-	59,955.35-	458,901.42	458,901.42	1,774,654.49	20.55	39,073.67-
ADJUSTMENT REFUNDS		20,350.68-	20,350.68-					
2010	2,022,234.48	151,321.19-	151,321.19-	336,307.43	336,307.43	1,534,605.86	17.98	40,061.79-
ADJUSTMENT REFUNDS		14,944.44-	14,944.44-					
2009	1,647,950.93	56,680.61-	56,680.61-	255,818.01	255,818.01	1,335,452.31	16.08	38,094.39-
ADJUSTMENT REFUNDS		9,658.35-	9,658.35-					
2008	1,344,785.31	46,977.75-	46,977.75-	184,968.49	184,968.49	1,112,839.07	14.25	37,743.40-
ADJUSTMENT REFUNDS		727.93-	727.93-					
2007	1,133,601.13	37,924.13-	37,924.13-	134,374.79	134,374.79	961,302.21	12.26	26,321.43-
ADJUSTMENT REFUNDS		750.67-	750.67-					
2006	897,825.06	28,698.81-	28,698.81-	99,089.91	99,089.91	770,036.34	11.40	25,637.21-
ADJUSTMENT REFUNDS		427.03-	427.03-					
2005	753,552.00	23,955.03-	23,955.03-	76,169.43	76,169.43	653,427.54	10.44	21,200.83-
ADJUSTMENT REFUNDS		191.89-	191.89-					
2004	668,126.12	20,967.02-	20,967.02-	64,021.35	64,021.35	583,137.75	9.89	18,145.46-
ADJUSTMENT REFUNDS		185.71-	185.71-					
2003	511,672.89	16,522.08-	16,522.08-	48,014.83	48,014.83	447,135.98	9.70	15,281.81-
ADJUSTMENT REFUNDS		77.98-	77.98-					
2002	459,248.89	15,217.35-	15,217.35-	37,980.52	37,980.52	406,051.02	8.55	13,335.30-
ADJUSTMENT REFUNDS		40.51-	40.51-					
2001	351,090.39	10,199.34-	10,199.34-	27,311.92	27,311.92	313,579.13	8.01	8,526.68-
ADJUSTMENT REFUNDS		35.66-	35.66-					
2000	309,718.14	9,850.65-	9,850.65-	24,671.99	24,671.99	275,195.50	8.23	7,374.56-
ADJUSTMENT REFUNDS		34.38-	34.38-					
1999	217,894.27	7,099.79-	7,099.79-	16,007.05	16,007.05	194,787.43	7.59	5,847.08-
1998	194,527.91	5,565.84-	5,565.84-	13,194.87	13,194.87	175,767.20	6.98	5,256.03-
ADJUSTMENT REFUNDS		26.68-	26.68-					
1997	171,758.13	4,604.36-	4,604.36-	12,986.99	12,986.99	154,166.78	7.77	4,266.65-
1996	140,112.84	5,649.66-	5,649.66-	10,794.23	10,794.23	123,668.95	8.03	5,331.14-
1995	121,801.44	3,136.06-	3,136.06-	9,468.00	9,468.00	109,197.38	7.98	2,825.76-
1994	335,845.85	35,921.16-	35,921.16-	29,154.47	29,154.47	270,770.22	9.72	5,760.66-
****	210,065,741.62	476,805.25-	476,805.25-	178,126,165.06	178,126,165.06	31,462,771.31		440,289.61-
ADJUSTMENT REFUNDS		592,370.71-	592,370.71-					

TC168 TAX COLLECTOR MONTHLY REPORT EXCLUDES AG ROLLBACK
FROM 07/01/2015 TO 06/30/2016

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	30,650,388,814	91,249,493	30,741,638,307	00.590000	179,239,333.07	302,074

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	178,719,088.17	520,244.90	520,244.90	168,649,063.62	168,649,063.62	10,590,269.45	94.09	9,008.09-
2014	10,187,525.40	308,672.57-	308,672.57-	5,350,777.18	5,350,777.18	4,528,075.65	54.16	37,331.52-
2013	4,522,590.15	93,124.80-	93,124.80-	1,509,408.46	1,509,408.46	2,920,056.89	34.08	36,808.06-
2012	3,061,280.86	55,006.60-	55,006.60-	777,680.10	777,680.10	2,228,594.16	25.87	37,058.09-
2011	2,293,511.26	59,955.35-	59,955.35-	458,901.42	458,901.42	1,774,654.49	20.55	39,073.67-
2010	2,022,234.48	151,321.19-	151,321.19-	336,307.43	336,307.43	1,534,605.86	17.98	40,061.79-
2009	1,647,950.93	56,680.61-	56,680.61-	255,818.01	255,818.01	1,335,452.31	16.08	38,094.39-
2008	1,344,785.31	46,977.75-	46,977.75-	184,968.49	184,968.49	1,112,839.07	14.25	37,743.40-
2007	1,133,601.13	37,924.13-	37,924.13-	134,374.79	134,374.79	961,302.21	12.26	26,321.43-
2006	897,825.06	28,698.81-	28,698.81-	99,089.91	99,089.91	770,036.34	11.40	25,637.21-
2005	753,552.00	23,955.03-	23,955.03-	76,169.43	76,169.43	653,427.54	10.44	21,200.83-
2004	668,126.12	20,967.02-	20,967.02-	64,021.35	64,021.35	583,137.75	9.89	18,145.46-
2003	511,672.89	16,522.08-	16,522.08-	48,014.83	48,014.83	447,135.98	9.70	15,281.81-
2002	459,248.89	15,217.35-	15,217.35-	37,980.52	37,980.52	406,051.02	8.55	13,335.30-
2001	351,090.39	10,199.34-	10,199.34-	27,311.92	27,311.92	313,579.13	8.01	8,526.68-
2000	309,718.14	9,850.65-	9,850.65-	24,671.99	24,671.99	275,195.50	8.23	7,374.56-
1999	217,894.27	7,099.79-	7,099.79-	16,007.05	16,007.05	194,787.43	7.59	5,847.08-
1998	194,527.91	5,565.84-	5,565.84-	13,194.87	13,194.87	175,767.20	6.98	5,256.03-
1997	171,758.13	4,604.36-	4,604.36-	12,986.99	12,986.99	154,166.78	7.77	4,266.65-
1996	140,112.84	5,649.66-	5,649.66-	10,794.23	10,794.23	123,668.95	8.03	5,331.14-
1995	121,801.44	3,136.06-	3,136.06-	9,468.00	9,468.00	109,197.38	7.98	2,825.76-
1994	335,845.85	35,921.16-	35,921.16-	29,154.47	29,154.47	270,770.22	9.72	5,760.66-
****	210,065,741.62	476,805.25-	476,805.25-	178,126,165.06	178,126,165.06	31,462,771.31		440,289.61-

JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.590000	36,622.97	4

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	0.00	36,622.97	36,622.97	8,622.68	8,622.68	28,000.29	23.54	0.00
ADJUSTMENT	REFUNDS	241,208.91-	241,208.91-					
2014	11,227.48	107,898.88	107,898.88	77,325.25	77,325.25	41,801.11	64.91	0.00
ADJUSTMENT	REFUNDS	228,622.78-	228,622.78-					
2013	16,377.25	135,305.00	135,305.00	108,227.79	108,227.79	43,454.46	71.35	0.00
ADJUSTMENT	REFUNDS	53,280.41-	53,280.41-					
2012	17,668.76	130,638.17	130,638.17	104,148.42	104,148.42	44,158.51	70.22	0.00
ADJUSTMENT	REFUNDS	21,806.70-	21,806.70-					
2011	21,273.16	150,633.42	150,633.42	113,600.75	113,600.75	58,305.83	66.08	0.00
ADJUSTMENT	REFUNDS	20,350.68-	20,350.68-					
2010	21,372.71	77,035.12	77,035.12	89,572.32	89,572.32	8,835.51	91.02	0.00
ADJUSTMENT	REFUNDS	14,944.44-	14,944.44-					
2009	7,003.59	.00	0.00	5,336.47	5,336.47	1,667.12	76.20	0.00
ADJUSTMENT	REFUNDS	9,658.35-	9,658.35-					
2008	1,744.56	.00	0.00	107.85	107.85	1,636.71	6.18	0.00
ADJUSTMENT	REFUNDS	727.93-	727.93-					
2007	1,340.77	.00	0.00	45.46	45.46	1,295.31	3.39	0.00
ADJUSTMENT	REFUNDS	750.67-	750.67-					
2006	531.02	.00	0.00	217.83	217.83	313.19	41.02	0.00
ADJUSTMENT	REFUNDS	427.03-	427.03-					
2005	317.47	.00	0.00	0.00	0.00	317.47		0.00
ADJUSTMENT	REFUNDS	191.89-	191.89-					
2004	337.67	.00	0.00	0.00	0.00	337.67		0.00
ADJUSTMENT	REFUNDS	185.71-	185.71-					
2003	248.87	.00	0.00	0.00	0.00	248.87		0.00
ADJUSTMENT	REFUNDS	77.98-	77.98-					
2002	100.56	.00	0.00	0.00	0.00	100.56		0.00
ADJUSTMENT	REFUNDS	40.51-	40.51-					
2001	0.00	.00	0.00	0.00	0.00	0.00		0.00
ADJUSTMENT	REFUNDS	35.66-	35.66-					
1994	850.56	.00	0.00	0.00	0.00	850.56		0.00
****	100,394.43	638,133.56	638,133.56	507,204.82	507,204.82	231,323.17		0.00
ADJUSTMENT	REFUNDS	592,309.65-	592,309.65-					

TC168 TAX COLLECTOR MONTHLY REPORT AG ROLLBACK ONLY
FROM 07/01/2015 TO 06/30/2016

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.590000	36,622.97	4

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	0.00	36,622.97	36,622.97	8,622.68	8,622.68	28,000.29	23.54	0.00
2014	11,227.48	107,898.88	107,898.88	77,325.25	77,325.25	41,801.11	64.91	0.00
2013	16,377.25	135,305.00	135,305.00	108,227.79	108,227.79	43,454.46	71.35	0.00
2012	17,668.76	130,638.17	130,638.17	104,148.42	104,148.42	44,158.51	70.22	0.00
2011	21,273.16	150,633.42	150,633.42	113,600.75	113,600.75	58,305.83	66.08	0.00
2010	21,372.71	77,035.12	77,035.12	89,572.32	89,572.32	8,835.51	91.02	0.00
2009	7,003.59	.00	0.00	5,336.47	5,336.47	1,667.12	76.20	0.00
2008	1,744.56	.00	0.00	107.85	107.85	1,636.71	6.18	0.00
2007	1,340.77	.00	0.00	45.46	45.46	1,295.31	3.39	0.00
2006	531.02	.00	0.00	217.83	217.83	313.19	41.02	0.00
2005	317.47	.00	0.00	0.00	0.00	317.47		0.00
2004	337.67	.00	0.00	0.00	0.00	337.67		0.00
2003	248.87	.00	0.00	0.00	0.00	248.87		0.00
2002	100.56	.00	0.00	0.00	0.00	100.56		0.00
2001	0.00	.00	0.00	0.00	0.00	0.00		0.00
1994	850.56	.00	0.00	0.00	0.00	850.56		0.00
****	100,394.43	638,133.56	638,133.56	507,204.82	507,204.82	231,323.17		0.00

JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	30,650,388,814	91,249,493	30,741,638,307	0.590000	179,275,956.04	302,078

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	178,719,088.17	556,867.87	556,867.87	168,657,686.30	168,657,686.30	10,618,269.74	94.08	9,008.09-
ADJUSTMENT REFUNDS		241,208.91-	241,208.91-					
2014	10,198,752.88	200,773.69-	200,773.69-	5,428,102.43	5,428,102.43	4,569,876.76	54.29	37,331.52-
ADJUSTMENT REFUNDS		228,622.78-	228,622.78-					
2013	4,538,967.40	42,180.20	42,180.20	1,617,636.25	1,617,636.25	2,963,511.35	35.31	36,808.06-
ADJUSTMENT REFUNDS		53,280.41-	53,280.41-					
2012	3,078,949.62	75,631.57	75,631.57	881,828.52	881,828.52	2,272,752.67	27.95	37,058.09-
ADJUSTMENT REFUNDS		21,806.70-	21,806.70-					
2011	2,314,784.42	90,678.07	90,678.07	572,502.17	572,502.17	1,832,960.32	23.80	39,073.67-
ADJUSTMENT REFUNDS		20,350.68-	20,350.68-					
2010	2,043,607.19	74,286.07-	74,286.07-	425,879.75	425,879.75	1,543,441.37	21.63	40,061.79-
ADJUSTMENT REFUNDS		14,944.44-	14,944.44-					
2009	1,654,954.52	56,680.61-	56,680.61-	261,154.48	261,154.48	1,337,119.43	16.34	38,094.39-
ADJUSTMENT REFUNDS		9,658.35-	9,658.35-					
2008	1,346,529.87	46,977.75-	46,977.75-	185,076.34	185,076.34	1,114,475.78	14.24	37,743.40-
ADJUSTMENT REFUNDS		727.93-	727.93-					
2007	1,134,941.90	37,924.13-	37,924.13-	134,420.25	134,420.25	962,597.52	12.25	26,321.43-
ADJUSTMENT REFUNDS		750.67-	750.67-					
2006	898,356.08	28,698.81-	28,698.81-	99,307.74	99,307.74	770,349.53	11.42	25,637.21-
ADJUSTMENT REFUNDS		427.03-	427.03-					
2005	753,869.47	23,955.03-	23,955.03-	76,169.43	76,169.43	653,745.01	10.44	21,200.83-
ADJUSTMENT REFUNDS		191.89-	191.89-					
2004	668,463.79	20,967.02-	20,967.02-	64,021.35	64,021.35	583,475.42	9.89	18,145.46-
ADJUSTMENT REFUNDS		185.71-	185.71-					
2003	511,921.76	16,522.08-	16,522.08-	48,014.83	48,014.83	447,384.85	9.69	15,281.81-
ADJUSTMENT REFUNDS		77.98-	77.98-					
2002	459,349.45	15,217.35-	15,217.35-	37,980.52	37,980.52	406,151.58	8.55	13,335.30-
ADJUSTMENT REFUNDS		40.51-	40.51-					
2001	351,090.39	10,199.34-	10,199.34-	27,311.92	27,311.92	313,579.13	8.01	8,526.68-
ADJUSTMENT REFUNDS		35.66-	35.66-					
2000	309,718.14	9,850.65-	9,850.65-	24,671.99	24,671.99	275,195.50	8.23	7,374.56-
ADJUSTMENT REFUNDS		34.38-	34.38-					
1999	217,894.27	7,099.79-	7,099.79-	16,007.05	16,007.05	194,787.43	7.59	5,847.08-
1998	194,527.91	5,565.84-	5,565.84-	13,194.87	13,194.87	175,767.20	6.98	5,256.03-
ADJUSTMENT REFUNDS		26.68-	26.68-					
1997	171,758.13	4,604.36-	4,604.36-	12,986.99	12,986.99	154,166.78	7.77	4,266.65-
1996	140,112.84	5,649.66-	5,649.66-	10,794.23	10,794.23	123,668.95	8.03	5,331.14-
1995	121,801.44	3,136.06-	3,136.06-	9,468.00	9,468.00	109,197.38	7.98	2,825.76-
1994	336,696.41	35,921.16-	35,921.16-	29,154.47	29,154.47	271,620.78	9.69	5,760.66-
****	210,166,136.05	161,328.31	161,328.31	178,633,369.88	178,633,369.88	31,694,094.48		440,289.61-
ADJUSTMENT REFUNDS		592,370.71-	592,370.71-					

TC168 TAX COLLECTOR MONTHLY REPORT INCLUDES AG ROLLBACK
FROM 07/01/2015 TO 06/30/2016

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	30,650,388,814	91,249,493	30,741,638,307	00.590000	179,275,956.04	302,078

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2015	178,719,088.17	556,867.87	556,867.87	168,657,686.30	168,657,686.30	10,618,269.74	94.08	9,008.09-
2014	10,198,752.88	200,773.69-	200,773.69-	5,428,102.43	5,428,102.43	4,569,876.76	54.29	37,331.52-
2013	4,538,967.40	42,180.20	42,180.20	1,617,636.25	1,617,636.25	2,963,511.35	35.31	36,808.06-
2012	3,078,949.62	75,631.57	75,631.57	881,828.52	881,828.52	2,272,752.67	27.95	37,058.09-
2011	2,314,784.42	90,678.07	90,678.07	572,502.17	572,502.17	1,832,960.32	23.80	39,073.67-
2010	2,043,607.19	74,286.07-	74,286.07-	425,879.75	425,879.75	1,543,441.37	21.63	40,061.79-
2009	1,654,954.52	56,680.61-	56,680.61-	261,154.48	261,154.48	1,337,119.43	16.34	38,094.39-
2008	1,346,529.87	46,977.75-	46,977.75-	185,076.34	185,076.34	1,114,475.78	14.24	37,743.40-
2007	1,134,941.90	37,924.13-	37,924.13-	134,420.25	134,420.25	962,597.52	12.25	26,321.43-
2006	898,356.08	28,698.81-	28,698.81-	99,307.74	99,307.74	770,349.53	11.42	25,637.21-
2005	753,869.47	23,955.03-	23,955.03-	76,169.43	76,169.43	653,745.01	10.44	21,200.83-
2004	668,463.79	20,967.02-	20,967.02-	64,021.35	64,021.35	583,475.42	9.89	18,145.46-
2003	511,921.76	16,522.08-	16,522.08-	48,014.83	48,014.83	447,384.85	9.69	15,281.81-
2002	459,349.45	15,217.35-	15,217.35-	37,980.52	37,980.52	406,151.58	8.55	13,335.30-
2001	351,090.39	10,199.34-	10,199.34-	27,311.92	27,311.92	313,579.13	8.01	8,526.68-
2000	309,718.14	9,850.65-	9,850.65-	24,671.99	24,671.99	275,195.50	8.23	7,374.56-
1999	217,894.27	7,099.79-	7,099.79-	16,007.05	16,007.05	194,787.43	7.59	5,847.08-
1998	194,527.91	5,565.84-	5,565.84-	13,194.87	13,194.87	175,767.20	6.98	5,256.03-
1997	171,758.13	4,604.36-	4,604.36-	12,986.99	12,986.99	154,166.78	7.77	4,266.65-
1996	140,112.84	5,649.66-	5,649.66-	10,794.23	10,794.23	123,668.95	8.03	5,331.14-
1995	121,801.44	3,136.06-	3,136.06-	9,468.00	9,468.00	109,197.38	7.98	2,825.76-
1994	336,696.41	35,921.16-	35,921.16-	29,154.47	29,154.47	271,620.78	9.69	5,760.66-
****	210,166,136.05	161,328.31	161,328.31	178,633,369.88	178,633,369.88	31,694,094.48		440,289.61-

JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	60.90	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	60.90	.00	0.00	0.00	0.00	60.90		0.00
****	60.90	.00	0.00	0.00	0.00	60.90		0.00

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	60.90	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	60.90	.00	0.00	0.00	0.00	60.90		0.00
****	60.90	.00	0.00	0.00	0.00	60.90		0.00

JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	60.90	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	60.90	.00	0.00	0.00	0.00	60.90		0.00
****	60.90	.00	0.00	0.00	0.00	60.90		0.00

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	60.90	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	60.90	.00	0.00	0.00	0.00	60.90		0.00
****	60.90	.00	0.00	0.00	0.00	60.90		0.00

JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.010900	776.96	90

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	817.09	40.13-	40.13-	40.33	40.33	736.63	5.19	35.71-
1998	1,208.94	29.36-	29.36-	44.92	44.92	1,134.66	3.81	26.87-
1997	1,171.43	34.56-	34.56-	38.72	38.72	1,098.15	3.41	31.63-
1996	1,054.98	35.26-	35.26-	55.46	55.46	964.26	5.44	32.69-
1995	852.54	27.58-	27.58-	28.59	28.59	796.37	3.47	27.44-
1994	3,692.01	394.75-	394.75-	136.83	136.83	3,160.43	4.15	114.68-
****	8,796.99	561.64-	561.64-	344.85	344.85	7,890.50		269.02-

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.010900	776.96	90

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	817.09	40.13-	40.13-	40.33	40.33	736.63	5.19	35.71-
1998	1,208.94	29.36-	29.36-	44.92	44.92	1,134.66	3.81	26.87-
1997	1,171.43	34.56-	34.56-	38.72	38.72	1,098.15	3.41	31.63-
1996	1,054.98	35.26-	35.26-	55.46	55.46	964.26	5.44	32.69-
1995	852.54	27.58-	27.58-	28.59	28.59	796.37	3.47	27.44-
1994	3,692.01	394.75-	394.75-	136.83	136.83	3,160.43	4.15	114.68-
****	8,796.99	561.64-	561.64-	344.85	344.85	7,890.50		269.02-

JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.010900	776.96	90

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	817.09	40.13-	40.13-	40.33	40.33	736.63	5.19	35.71-
1998	1,208.94	29.36-	29.36-	44.92	44.92	1,134.66	3.81	26.87-
1997	1,171.43	34.56-	34.56-	38.72	38.72	1,098.15	3.41	31.63-
1996	1,054.98	35.26-	35.26-	55.46	55.46	964.26	5.44	32.69-
1995	852.54	27.58-	27.58-	28.59	28.59	796.37	3.47	27.44-
1994	3,692.01	394.75-	394.75-	136.83	136.83	3,160.43	4.15	114.68-
****	8,796.99	561.64-	561.64-	344.85	344.85	7,890.50		269.02-

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.010900	776.96	90

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	817.09	40.13-	40.13-	40.33	40.33	736.63	5.19	35.71-
1998	1,208.94	29.36-	29.36-	44.92	44.92	1,134.66	3.81	26.87-
1997	1,171.43	34.56-	34.56-	38.72	38.72	1,098.15	3.41	31.63-
1996	1,054.98	35.26-	35.26-	55.46	55.46	964.26	5.44	32.69-
1995	852.54	27.58-	27.58-	28.59	28.59	796.37	3.47	27.44-
1994	3,692.01	394.75-	394.75-	136.83	136.83	3,160.43	4.15	114.68-
****	8,796.99	561.64-	561.64-	344.85	344.85	7,890.50		269.02-

JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	3.33	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	3.33	3.33-	3.33-	0.00	0.00	0.00		0.00
****	3.33	3.33-	3.33-	0.00	0.00	0.00		0.00

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	3.33	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	3.33	3.33-	3.33-	0.00	0.00	0.00		0.00
****	3.33	3.33-	3.33-	0.00	0.00	0.00		0.00

JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	3.33	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	3.33	3.33-	3.33-	0.00	0.00	0.00		0.00
****	3.33	3.33-	3.33-	0.00	0.00	0.00		0.00

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	3.33	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	3.33	3.33-	3.33-	0.00	0.00	0.00		0.00
****	3.33	3.33-	3.33-	0.00	0.00	0.00		0.00

JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	914.87	271

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	914.87	174.24-	174.24-	35.76	35.76	704.87	4.83	13.16-
****	914.87	174.24-	174.24-	35.76	35.76	704.87		13.16-

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	914.87	271

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	914.87	174.24-	174.24-	35.76	35.76	704.87	4.83	13.16-
****	914.87	174.24-	174.24-	35.76	35.76	704.87		13.16-

JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	914.87	271

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	914.87	174.24-	174.24-	35.76	35.76	704.87	4.83	13.16-
****	914.87	174.24-	174.24-	35.76	35.76	704.87		13.16-

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	914.87	271

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	914.87	174.24-	174.24-	35.76	35.76	704.87	4.83	13.16-
****	914.87	174.24-	174.24-	35.76	35.76	704.87		13.16-

JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	24.77	2

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	24.77	4.30-	4.30-	0.00	0.00	20.47		0.00
****	24.77	4.30-	4.30-	0.00	0.00	20.47		0.00

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	24.77	2

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	24.77	4.30-	4.30-	0.00	0.00	20.47		0.00
****	24.77	4.30-	4.30-	0.00	0.00	20.47		0.00

JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	24.77	2

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	24.77	4.30-	4.30-	0.00	0.00	20.47		0.00
****	24.77	4.30-	4.30-	0.00	0.00	20.47		0.00

FISCAL START: 07/01/2015 END: 06/30/2016 JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	24.77	2

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1994	24.77	4.30-	4.30-	0.00	0.00	20.47		0.00
****	24.77	4.30-	4.30-	0.00	0.00	20.47		0.00

PART 5

REMITTANCES

TC298-D SELECTION: DEPOSIT DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK
RECEIPT DATE: ALL FROM: 02/14/2016 THRU 02/14/2016
JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.522500	923,251.80	.00	81,412.75	.00	1,004,664.55	.00	.00	.00	1,004,664.55
	I & S	.067500	119,271.93	.00	10,517.42	.00	129,789.35	.00	.00	.00	129,789.35
	TOTAL	.590000	1,042,523.73	.00	91,930.17	.00	1,134,453.90	.00	.00	.00	1,134,453.90
ALL	M & O		923,251.80	.00	81,412.75	.00	1,004,664.55	.00	.00	.00	1,004,664.55
ALL	I & S		119,271.93	.00	10,517.42	.00	129,789.35	.00	.00	.00	129,789.35
ALL	TOTAL		1,042,523.73	.00	91,930.17	.00	1,134,453.90	.00	.00	.00	1,134,453.90
DLQ	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	M & O		923,251.80	.00	81,412.75	.00	1,004,664.55	.00	.00	.00	1,004,664.55
CURR	I & S		119,271.93	.00	10,517.42	.00	129,789.35	.00	.00	.00	129,789.35
CURR	TOTAL		1,042,523.73	.00	91,930.17	.00	1,134,453.90	.00	.00	.00	1,134,453.90

TC298-D SELECTION: DEPOSIT DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK

RECEIPT DATE: ALL FROM: 04/10/2016 THRU 04/10/2016

JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2014	M & O	.530800	264.76	.00	491.94	.00	756.70	.00	.00	.00	756.70
	I & S	.059200	29.53	.00	54.88	.00	84.41	.00	.00	.00	84.41
	TOTAL	.590000	294.29	.00	546.82	.00	841.11	.00	.00	.00	841.11
ALL	M & O		264.76	.00	491.94	.00	756.70	.00	.00	.00	756.70
ALL	I & S		29.53	.00	54.88	.00	84.41	.00	.00	.00	84.41
ALL	TOTAL		294.29	.00	546.82	.00	841.11	.00	.00	.00	841.11
DLQ	M & O		264.76	.00	491.94	.00	756.70	.00	.00	.00	756.70
DLQ	I & S		29.53	.00	54.88	.00	84.41	.00	.00	.00	84.41
DLQ	TOTAL		294.29	.00	546.82	.00	841.11	.00	.00	.00	841.11
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

Hidalgo County Annual Tax Collections Report

Pablo “Paul” Villarreal Jr. PCC

Hidalgo County Tax Assessor and Collector

PABLO "PAUL" VILLARREAL JR., TAX ASSR & COLL
HIDALGO COUNTY ANNUAL TAX REPORT
JULY 01, 2015 THRU JUNE 30, 2016

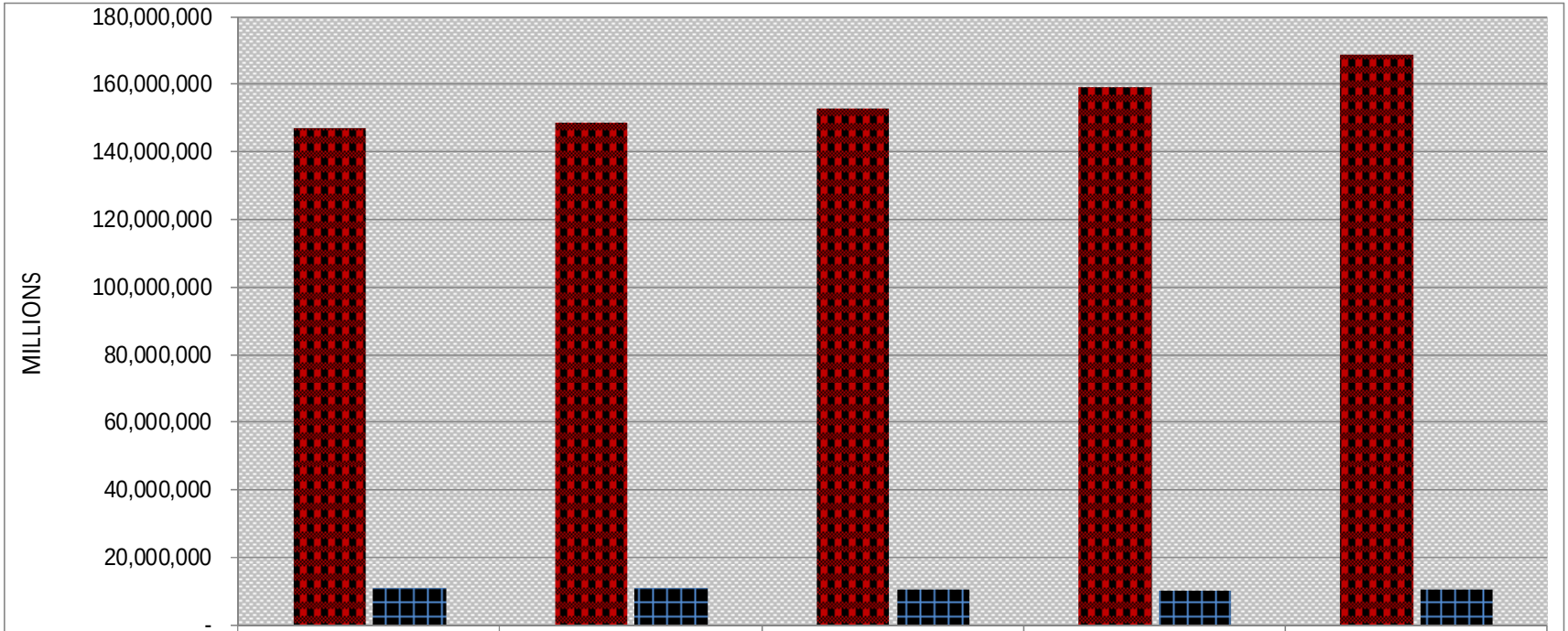
TAX COLLECTIONS	BASE	PEN & INT	ATTY FEE	
CURRENT	168,649,063.62	1,732,039.13	61,274.87	
DELINQUENT	9,477,101.44	3,722,249.80	1,792,603.99	
ROLLBACK	507,204.82	2,649.52	706.72	
TOTALS	178,633,369.88	5,456,938.45	1,854,585.58	
				185,944,893.91
TAX CERTIFICATES			6,780.00	
MISCELLANEOUS			26,456.10	
NSF CHARGE FEES			16,504.32	
SI FINES/FEES			120,580.24	
STREET LIGHT FEES			13,399.26	
HOSPITAL DISTRICT FUNDING			69,421,021.68	
OTHER REVENUE TOTALS				69,604,741.60
TOTAL COLLECTED 2015-2016 HIDALGO COUNTY				**255,549,635.51**

DISBURSEMENTS		
ATTORNEY FEES	1,854,585.58	
HCAD RENDITON PENALTY FEE	7,795.54	
COURT ORDERED CREDITS	113.89	
TOTAL HCAD	7,909.43	
CURRENT YEAR REFUNDS	(241,208.91)	
PRIOR YEAR REFUNDS	(351,161.80)	
TOTAL REFUNDS NETTED FROM TAX COLLECTIONS	(592,370.71)	
RECAP		
TOTAL CURRENT/DELINQUENT/ROLLBACK BASE	178,633,369.88	
TOTAL PENALTY & INTEREST	5,456,938.45	
TOTAL TAX COLLECTIONS	184,090,308.33	
TOTAL ATTORNEY FEES	1,854,585.58	
OTHER REVENUE TOTALS	69,604,741.60	
TOTAL	254,957,264.80	
LESS REFUNDS DISBURSED THRU FISCAL YEAR	(592,370.71)	
TOTAL COLLECTED 2015/2016	255,549,635.51	
LESS ATTY FEES & HCAD RENDITION FEE & CREDITS	1,862,495.01	
TOTAL REVENUE DISBURSED TO HIDALGO COUNTY		**253,687,140.50**
TOTAL DISBURSED 2015-2016 HIDALGO COUNTY		**255,549,635.51**

Recap Current Tax Collections

AD VALOREM - HIDALGO COUNTY	2015-2016	2014-2015	DIFFERENCE
2015 CURRENT			
ORIGINAL LEVY	178,719,088.17	167,256,801.76	11,462,286.41
MODIFICATIONS	520,244.90	2,028,124.48	(1,507,879.58)
CURRENT LEVY	179,239,333.07	169,284,926.24	9,954,406.83
CURRENT COLLECTIONS THIS MONTH	1,772,636.91	1,669,749.00	102,887.91
CURRENT COLLECTIONS TO DATE	168,649,063.62	159,097,400.84	9,551,662.78
OUTSTANDING TO DATE	10,590,269.45	10,187,525.40	402,744.05
PERCENT COLLECTED/ORIGINAL	94.37%	95.12%	-0.75%
PERCENT COLLECTED/MODIFIED	94.09%	93.98%	0.11%
TOTAL COLLECTIONS FISCAL YEAR	168,649,063.62	159,097,400.84	

HIDALGO COUNTY CURRENT TAX COLLECTION
5-YEAR COMPARISON CHART
JULY 1ST - JUNE 30TH



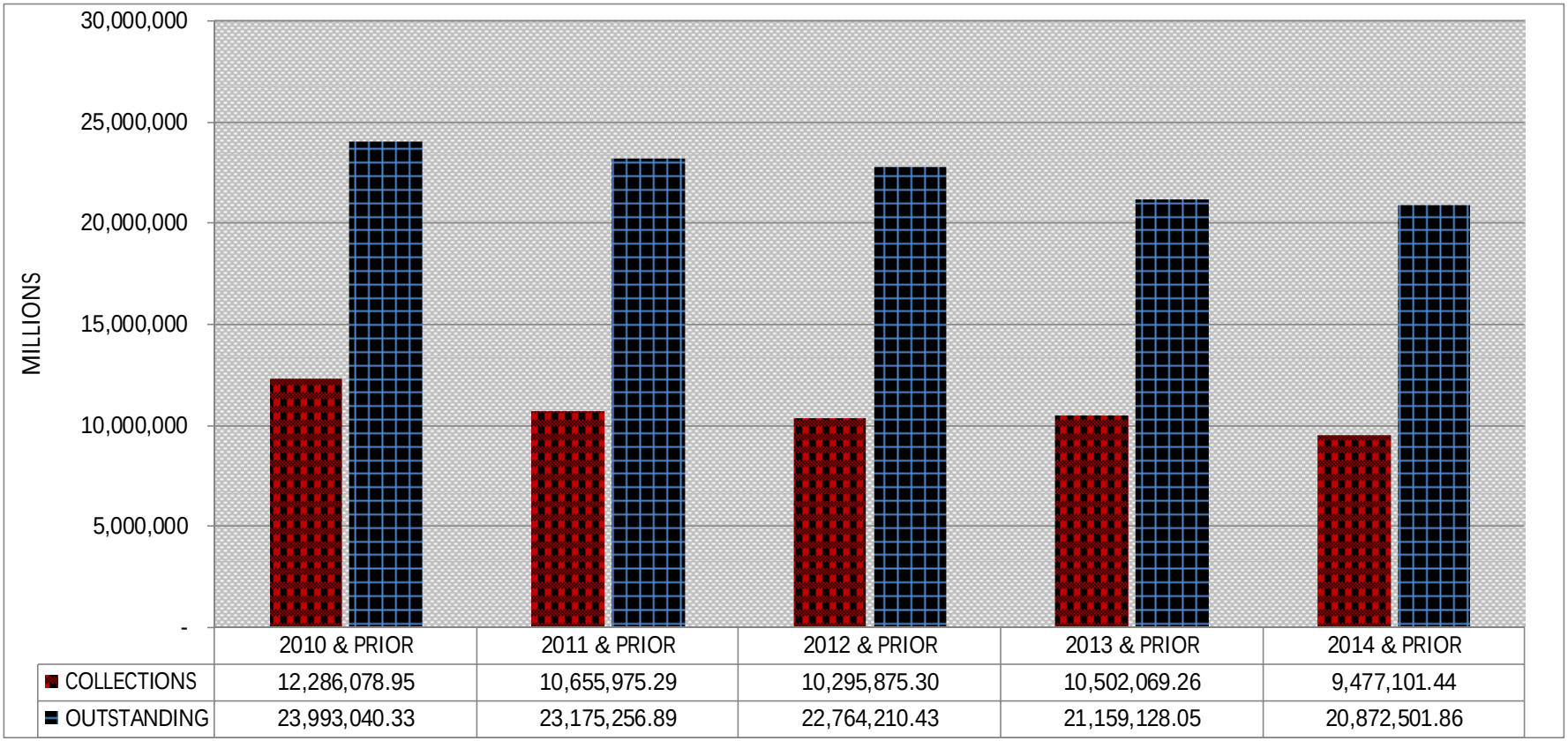
	2011	2012	2013	2014	2015
COLLECTIONS	147,059,510.44	148,463,571.56	152,712,401.60	159,097,400.84	168,649,063.62
OUTSTANDING	10,862,908.78	10,867,678.05	10,501,350.97	10,187,525.40	10,590,269.45

YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2011	158,157,251.97	(234,832.75)	157,922,419.22	147,059,510.44	10,862,908.78	93.12%
2012	159,570,083.70	(238,834.09)	159,331,249.61	148,463,571.56	10,867,678.05	93.18%
2013	163,168,241.08	45,511.49	163,213,752.57	152,712,401.60	10,501,350.97	93.57%
2014	167,256,801.76	2,028,124.48	169,284,926.24	159,097,400.84	10,187,525.40	93.98%
2015	178,719,088.17	520,244.90	179,239,333.07	168,649,063.62	10,590,269.45	94.09%

Recap Delinquent Tax Collections

AD VALOREM - HIDALGO COUNTY	2014 & PRIOR	2013 & PRIOR	DIFFERENCE
DELINQUENT			
ORIGINAL LEVY	31,346,653.45	33,265,561.40	(1,918,907.95)
MODIFICATIONS	(997,050.15)	(1,604,364.09)	607,313.94
DELINQUENT LEVY	30,349,603.30	31,661,197.31	(1,311,594.01)
DELINQUENT COLLECTIONS THIS MONTH	468,829.78	630,407.50	(161,577.72)
DELINQUENT COLLECTIONS TO DATE	9,477,101.44	10,502,069.26	(1,024,967.82)
OUTSTANDING TO DATE	20,872,501.86	21,159,128.05	(286,626.19)
PERCENT COLLECTED/ORIGINAL	30.23%	31.57%	-1.34%
PERCENT COLLECTED/MODIFIED	31.23%	33.17%	-1.94%
TOTAL COLLECTIONS FISCAL YEAR	9,477,101.44	10,502,069.26	

HIDALGO COUNTY DELINQUENT TAX COLLECTION
5-YEAR COMPARISON CHART
JULY 1ST - JUNE 30TH



	2010 & PRIOR	2011 & PRIOR	2012 & PRIOR	2013 & PRIOR	2014 & PRIOR
COLLECTIONS	12,286,078.95	10,655,975.29	10,295,875.30	10,502,069.26	9,477,101.44
OUTSTANDING	23,993,040.33	23,175,256.89	22,764,210.43	21,159,128.05	20,872,501.86

YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2010 & PRIOR	37,265,712.35	(986,593.07)	36,279,119.28	12,286,078.95	23,993,040.33	33.87%
2011 & PRIOR	34,855,949.11	(1,024,716.93)	33,831,232.18	10,655,975.29	23,175,256.89	31.50%
2012 & PRIOR	34,042,934.94	(982,849.21)	33,060,085.73	10,295,875.30	22,764,210.43	31.14%
2013 & PRIOR	33,265,561.40	(1,604,364.09)	31,661,197.31	10,502,069.26	21,159,128.05	33.17%
2014 & PRIOR	31,346,653.45	(997,050.16)	30,349,603.30	9,477,101.44	20,872,501.86	31.23%

THANK YOU

HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR

- STATEMENT OF REVENUE COLLECTIONS

COUNTY SERVICES

Most vehicle title and registration services:

- Initial registration (license plates and registration stickers)
- Registration renewals
- Vehicle title transfers
- Change of address on motor vehicle records
- Disabled person license plates and parking placards
- Duplicate registration receipt
- Temporary permits, such as 30-Day Permits and One-Trip Permits
- Exempt registration
- Specialty license plates

HIDA

Registration and Title Summary Report
Motor Vehicle Transaction Services
2015

1	ANTIQUE MOTORCYCLE PLT	6	22	PASSENGER AND TRUCK PLT	148,643
2	ANTIQUE PLT	125	23	PERMIT PLATE	-
3	BLUE DISABLED PLACARD	16,368	24	PLATE STICKER	38,599
4	COMBINATION PLT	3,951	25	PRIVATE BUS PLATE	26
5	COTTON PLT	7	26	RED DISABLED PLACARD	2,016
6	DISABLED MOTORCYCLE PLT	4	27	SEASONAL AG PERMIT	140
7	DISABLED PERSON PLT	1,775	28	SOIL CONSERVATION PLT	3
8	EXEMPT DOUBLE PLT	2,029	29	TEMP NON-RES PERMIT(IN)	-
9	EXEMPT MOTORCYCLE PLT	5	30	TOKEN TRAILER PLT	2,403
10	EXEMPT SINGLE PLT	128	31	TOW TRUCK PLT(LARGE)	61
11	FARM TRK TRACTOR PLT	11	32	TRAVEL TRAILER PLT	1,366
12	FARM TRAILER PLT	1,009	33	TRAILER PLT	5,945
13	FARM TRUCK PLT	291	34	TRUCK PLATE	-
14	FORM 31-RTS	-	35	WINSHIELD STICKER	528,343
15	MACHINERY PLT	138	36	144-HR PERMIT	736
16	MILITARY VEHICLE PLT	3	37	30 DAY MOTORCYCLE PERMIT	31
17	MOPED PLT	5	38	30 DAY PERMIT	3,223
18	MOTOR BUS PLT	10	39	72-HOUR PERMIT	831
19	MOTORCYCLE PLT	1,683		TOTAL TRANSACTIONS:	761,917
20	ONE TRIP MC PERMIT	20			
21	ONE -TRIP PERMIT	1,983		**TOTAL COLLECTIONS:**	**$ 160,992,185.90**

Registration and Title Summary Report
Motor Vehicle Transaction Services
Jan-Jun 2016

1	ANTIQUE MOTORCYCLE PLT	7	22	PASSENGER AND TRUCK PLT	93,609
2	ANTIQUE PLT	68	23	PERMIT PLATE	2
3	BLUE DISABLED PLACARD	9,946	24	PLATE STICKER	25,586
4	COMBINATION PLT	3,129	25	PRIVATE BUS PLATE	12
5	COTTON PLT	10	26	RED DISABLED PLACARD	1,184
6	DISABLED MOTORCYCLE PLT	4	27	SEASONAL AG PERMIT	80
7	DISABLED PERSON PLT	1,162	28	SOIL CONSERVATION PLT	3
8	EXEMPT DOUBLE PLT	1,358	29	TEMP NON-RES PERMIT(IN)	-
9	EXEMPT MOTORCYCLE PLT	2	30	TOKEN TRAILER PLT	1,528
10	EXEMPT SINGLE PLT	103	31	TOW TRUCK PLT(LARGE)	44
11	FARM TRK TRACTOR PLT	4	32	TRAVEL TRAILER PLT	924
12	FARM TRAILER PLT	559	33	TRAILER PLT	3,869
13	FARM TRUCK PLT	187	34	TRUCK PLATE	-
14	FORM 31-RTS	-	35	WINSHIELD STICKER	344,859
15	MACHINERY PLT	30	36	144-HR PERMIT	335
16	MILITARY VEHICLE PLT	1	37	30 DAY MOTORCYCLE PERMIT	8
17	MOPED PLT	5	38	30 DAY PERMIT	2,122
18	MOTOR BUS PLT	4	39	72-HOUR PERMIT	444
19	MOTORCYCLE PLT	915		TOTAL TRANSACTIONS:	493,427
20	ONE TRIP MC PERMIT	19			
21	ONE -TRIP PERMIT	1,305		**TOTAL COLLECTIONS:**	**$ 90,404,570**

FEE CHART BREAKDOWN

Renewal Fee

$80.25

		RMA	County	State
Inspection Fee	$ 7.50			$ 7.50
License Fee Commission	$ 50.75		$ 1.90	$ 48.85
Reg Fee - DPS	$ 1.00			$ 1.00
County Road & Bridge	$ 10.00		$ 10.00	$ -
County Mobility Fee	$ 10.00	$ 10.00		$ -
Automation Fee	$ 1.00			$ 1.00
	$ 80.25	**$ 10.00**	**$ 11.90**	**$ 58.35**
Percentage Due to Entity		12%	15%	73%

Title Fee

$28.00

		County	State
Title App Fee	$ 13.00	$ 5.00	$ 8.00
Texas Mobility Fund (TERP)	$ 15.00		$ 15.00
Texas Emissions Reduction Plan	**$ 28.00**	**$ 5.00**	**$ 23.00**
Percentage Due to Entity		18%	82%

PABLO (PAUL) VILLARREAL, JR TAX ASSESSOR & COLLECTOR
STATEMENT OF REVENUE COLLECTED
FOR FISCAL YEAR 2015

MOTOR VEHICLE DEPARTMENT:		**2015**	**2014**	**Difference**	**% Increase -% Decrease**
AUTO FEES COLLECTED:					
REGISTRATION G F - COMMISSIONS (GF)		1,788,536.50	1,822,323.72	-33,787.22	-1.85%
REGISTRATION ROAD & BRIDGE FUND (SRF)		360,000.00	360,000.00	0.00	0.00%
REGISTRATION 5% CREDIT OF SALES TAX (SRF)		0.00	480,287.65	-480,287.65	-100.00%
100% PYMT of 5% CREDIT OF SALES TAX (GF)		5,203,284.98	4,322,588.86	880,696.12	20.37%
ROAD & BRIDGE - ADDITIONAL $10.00 (SRF)		5,747,790.00	5,569,926.42	177,863.58	3.19%
TOTAL AUTO FEES COLLECTED		13,099,611.48	12,555,126.65	544,484.83	4.34%
CERTIFICATE OF TITLE (170,727 *) (GF)		853,635.00	824,190.00	29,445.00	3.57%
BEER - WINE (GF)		80,935.25	140,652.25	-59,717.00	-42.46%
COUNTY BEER - WINE COMMISSIONS (GF)		8,837.75	17,782.75	-8,945.00	-50.30%
FRAUD INSPECTION FEE (GF)		800.00	72,120.00	-71,320.00	-98.89%
MISC-COPY FEES (GF)		847.81	914.94	-67.13	-7.34%
MISC-NSF CHARGE FEES (GF)		6,698.25	7,227.82	-529.57	-7.33%
CITY SCOFFLAW FEES (GF)		340.00	0.00	340.00	
INTERST EARNED - INVESTMENTS					
TOTAL COUNTY COLLECTIONS		**14,051,705.54**	**13,618,014.41**	**433,691.13**	**3.18%**
RMA - COUNTY MOBILITY FEE		5,747,734.00	5,624,210.00	123,524.00	2.20%
RMA TOTAL COLLECTIONS	**43,986,002.00**				
TOTAL COUNTY COLLECTIONS AND RMA		**19,799,439.54**	**19,242,224.41**	**557,215.13**	**2.90%**

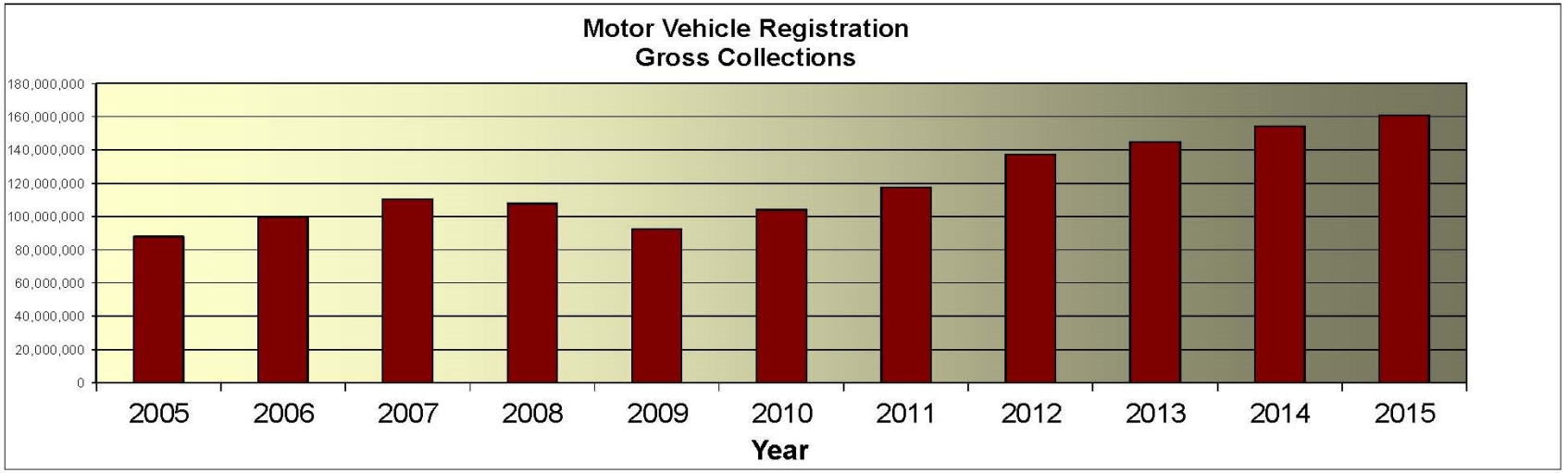
(GF) GENERAL FUND
(SRF) SPECIAL REVENUE FUND
* DENOTES TOTAL QUANTITY PROCESSED IN 2015

PABLO (PAUL) VILLARREAL, JR TAX ASSESSOR & COLLECTOR
STATEMENT OF REVENUE COLLECTED
FOR FISCAL YEAR 2015

MOTOR VEHICLE DEPARTMENT:	2015	2014	Difference	% Increase -% Decrease
FEES COLLECTED FOR STATE:				
REGISTRATION	35,637,619.35	34,396,253.42	1,241,365.93	3.61%
CERTIFICATE OF TITLE (170,727*)	1,365,816.00	1,318,712.00	47,104.00	3.57%
REBUILT FEE (10,305*)	669,825.00	589,615.00	80,210.00	13.60%
SALES TAX	101,433,924.11	98,645,325.93	2,788,598.18	2.83%
BEER - WINE	0.00	32,708.50	-32,708.50	-100.00%
BEER - WINE SURCHARGES	0.00	87,879.00	-87,879.00	-100.00%
BEER - WINE LATE CHARGES	0.00	700.00	-700.00	-100.00%
SPECIAL PLATES	150,057.15	153,081.86	-3,024.71	-1.98%
INSPECTION FEE	1,929,719.75	0.00	1,929,719.75	
FARMER'S FUND	5,785.00	6,180.00	-395.00	-6.39%
TOTAL STATE COLLECTIONS	**141,192,746.36**	**135,230,455.71**	**5,962,290.65**	**4.41%**
TOTAL MOTOR VEHICLE DEPT. REVENUE	**160,992,185.90**	**154,472,680.12**	**6,519,505.78**	**4.22%**

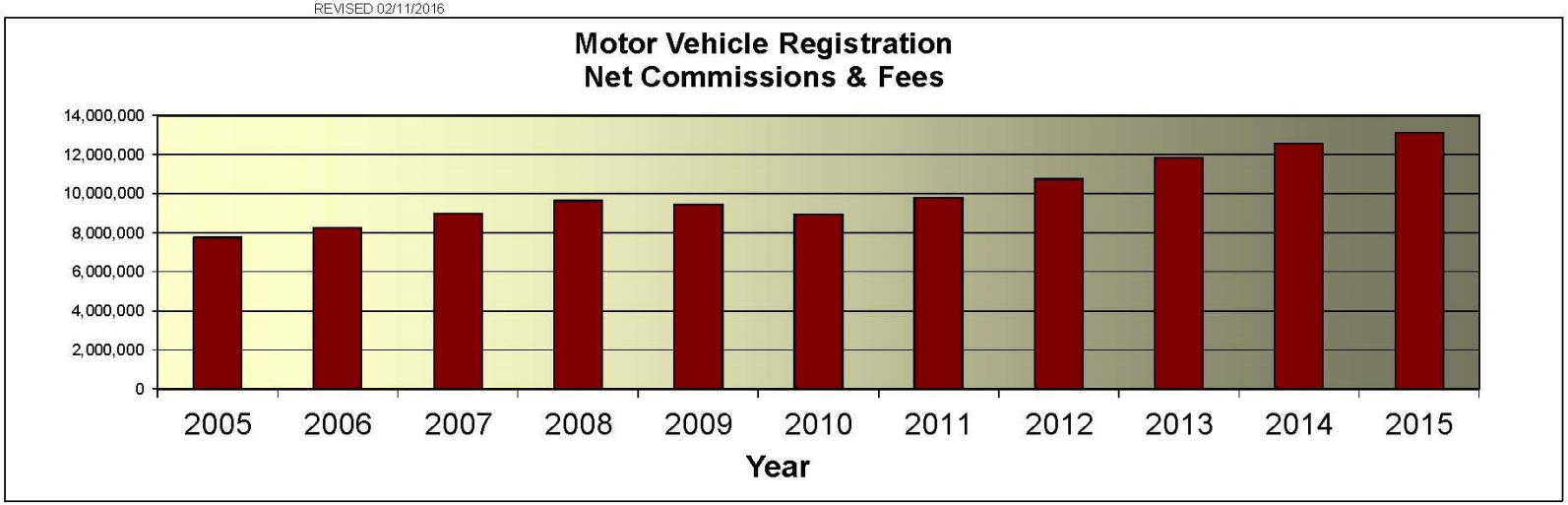
* DENOTES TOTAL QUANTITY PROCESSED IN 2015

REVISED 02/11/2016



	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Gross Collections	87,932,545	99,692,140	110,194,009	107,667,136	92,513,416	103,922,453	117,389,065	137,268,438	144,735,132	154,472,680	160,992,186
Annual Increase		11,759,595	10,501,869	-2,526,873	-15,153,720	11,409,037	13,466,612	19,879,373	7,466,694	9,737,548	6,519,506
Annual % Increase		13.37%	10.53%	-2.29%	-14.07%	12.33%	12.96%	16.93%	5.44%	6.73%	4.22%
Total Increase to 2005		14,849,939	25,351,808	22,824,935	7,671,215	19,080,252	32,546,864	52,426,237	59,892,931	69,630,479	76,149,985
Total % Increase 2005		17.50%	29.88%	26.90%	9.04%	22.49%	38.36%	61.79%	70.59%	82.07%	89.75%

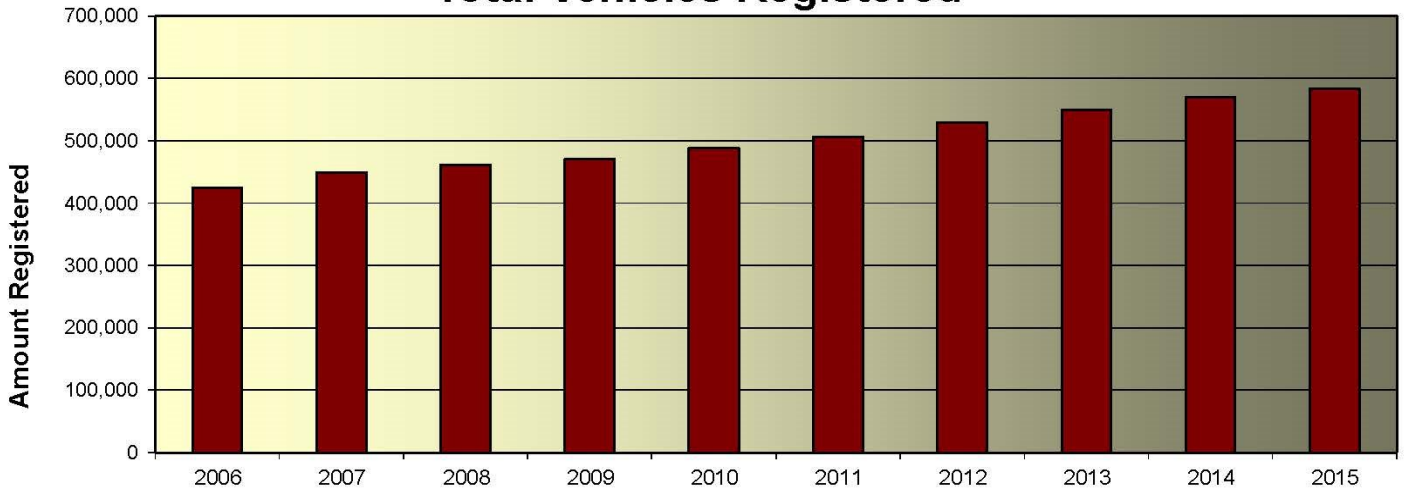
REVISED 02/11/2016



	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Net Comm. & Fees	7,760,199	8,232,566	8,987,648	9,642,278	9,439,309	8,925,194	9,767,927	10,751,862	11,833,487	12,555,127	13,099,611
Annual Increase		472,367	755,082	654,630	-202,969	-514,115	842,733	983,935	1,081,625	721,640	544,485
Percent Increase		6.09%	9.17%	7.28%	-2.10%	-5.45%	9.44%	10.07%	10.06%	6.10%	4.34%
Total Increase to 2005		586,122	1,341,204	1,995,834	1,792,865	1,278,750	2,121,483	3,105,418	4,187,043	4,908,683	5,453,167
Total% Increase to 2005		7.67%	17.54%	26.10%	23.45%	16.72%	27.74%	40.61%	54.76%	64.20%	71.32%

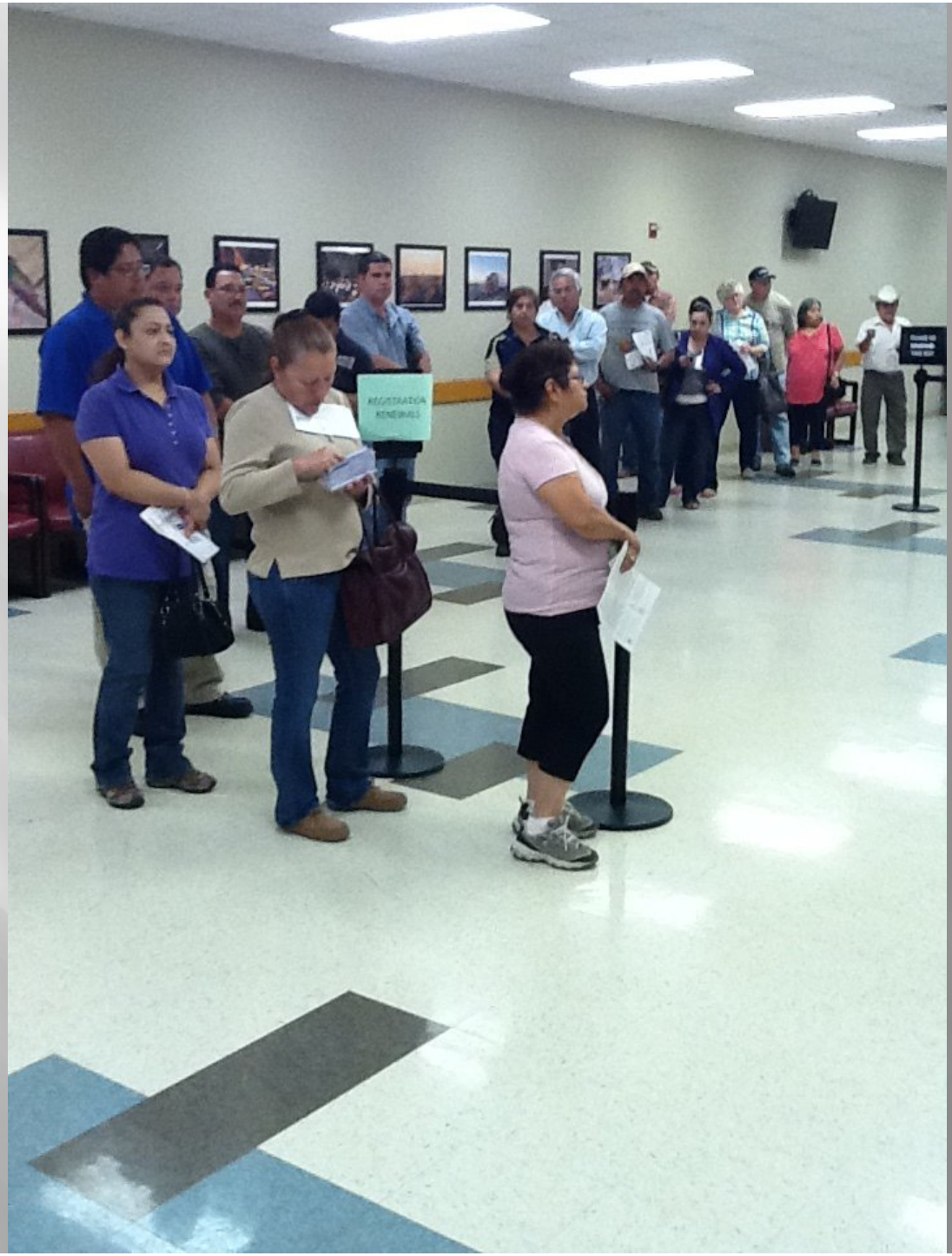
As of 07-25-2016

Hidalgo County
Tax Assessor Collector
Department of Motor Vehicle
Total Vehicles Registered



Year Registered

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
No. Veh. Reg.	424,265	448,839	462,051	470,371	488,215	505,523	529,102	549,205	568,966	583,042
Increase	32,605	24,574	13,212	8,320	17,844	17,308	23,579	20,103	19,761	14,076
Percent Increase	8.32%	5.79%	2.94%	1.80%	3.79%	3.55%	4.66%	3.80%	3.60%	2.47%
Total Increase to 2006		24,574	37,786	46,106	63,950	81,258	104,837	124,940	144,701	158,777
Total% Increase to 2006		5.79%	8.91%	10.87%	15.07%	19.15%	24.71%	29.45%	34.11%	37.42%
# of Employees	65	69	72	72	72	72	72	75	83	82
Vehicles Per Employee	6527	6505	6417	6533	6781	7021	7349	7323	6855	7110


REGISTRACION
RENEWALS

THANK YOU

AI-56335 **Executive Office** **12. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Presentation by Tax Attorneys of Delinquent Tax Collection Annual Report for the period of July 1, 2015 through June 30, 2016.
2. Presentation on Fees and Fines

BACKGROUND

Anissa de la Garza
Data Specialist
Valley - Edinburg
Linebarger Goggan Blair & Sampson, LLP
Attorneys at Law
Anissa.delaGarza@lgbs.com
205 South Pin Oak Avenue
Edinburg, TX 78539
Main: (956) 383-4500

Fiscal Impact

Attachments

report
report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/12/2016 11:14 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/12/2016 11:02 AM

Final Approval Date: 09/23/2016

Hidalgo County
Fiscal Year End Report

Prepared for:

Hidalgo County Commissioners and
Ramon Garcia, County Judge

Linebarger Goggan Blair & Sampson, LLP

Our Partnership

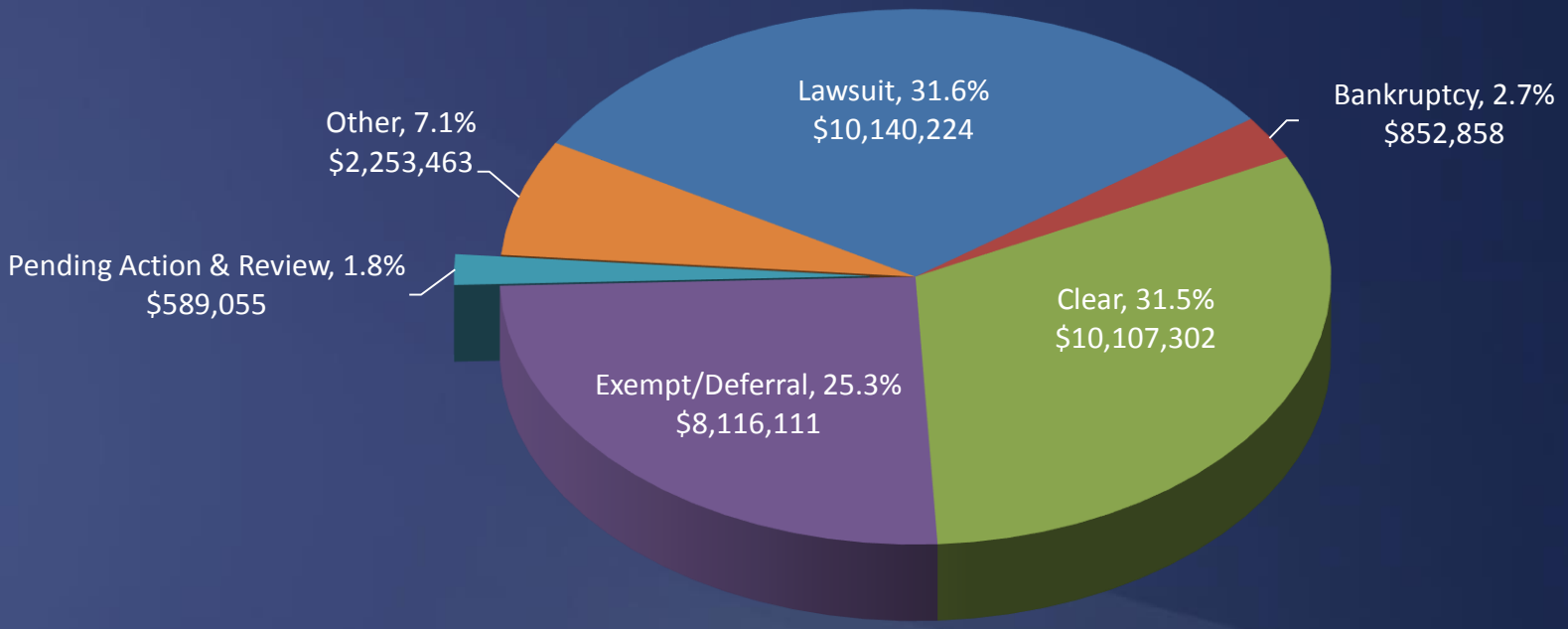
Maximizes the County's Revenue

Linebarger has collected over $13.1 Million in base tax, penalty and interest for the County through June 2016

Our Services

- Mailing collection notices
- Skip tracing
- Inbound and outbound call campaigns
- Facilitating payment
- Working through inquiries and disputes
- Litigation and pursuit of pre- and post-judgment remedies
- Offline payment remittance
- Bankruptcy representation

Status of Accounts – June 2016

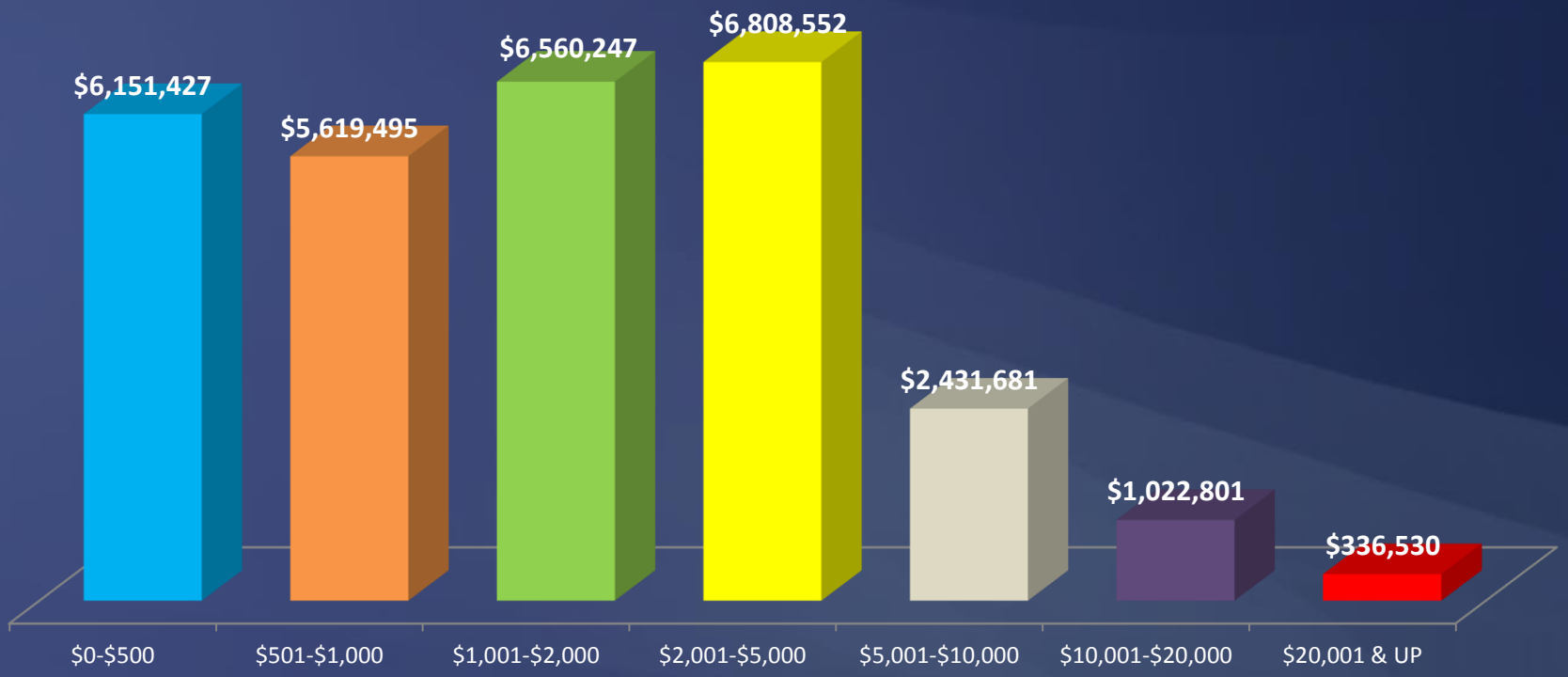


Status of Account	Category	No. of Accts	Base Tax
Over 65 and/or Deferral	Exempt/Deferral	5,989	$8,020,463
Lawsuit/Judgment	Lawsuit	10,631	$10,140,224
Bankruptcy	Bankruptcy	946	$852,858
Homesteads	Clear	8,038	$3,355,107
Owes Less than $100	Clear	15,275	$533,047
Clear	Clear	13,453	$6,219,148
Exempt/Deferral	Exempt/Deferral	73	$20,275
Struck Off to Jurisdiction	Exempt/Deferral	95	$19,467
Veteran Disability / Exemption	Exempt/Deferral	147	$55,906
Other	Other	4,993	$2,253,463
Disabled	Pending Action & Review	475	$396,867
Payment Arrangement	Pending Action & Review	402	$192,188
All Accounts on File		**60,517**	**$32,059,013**

Source: Hidalgo County Tax Office Data

Tax Roll Analysis by Size of Delinquent Accounts

Distribution of Tax Roll by Dollars Due
As of August 2016
(Base Only and Includes 2015 taxes)



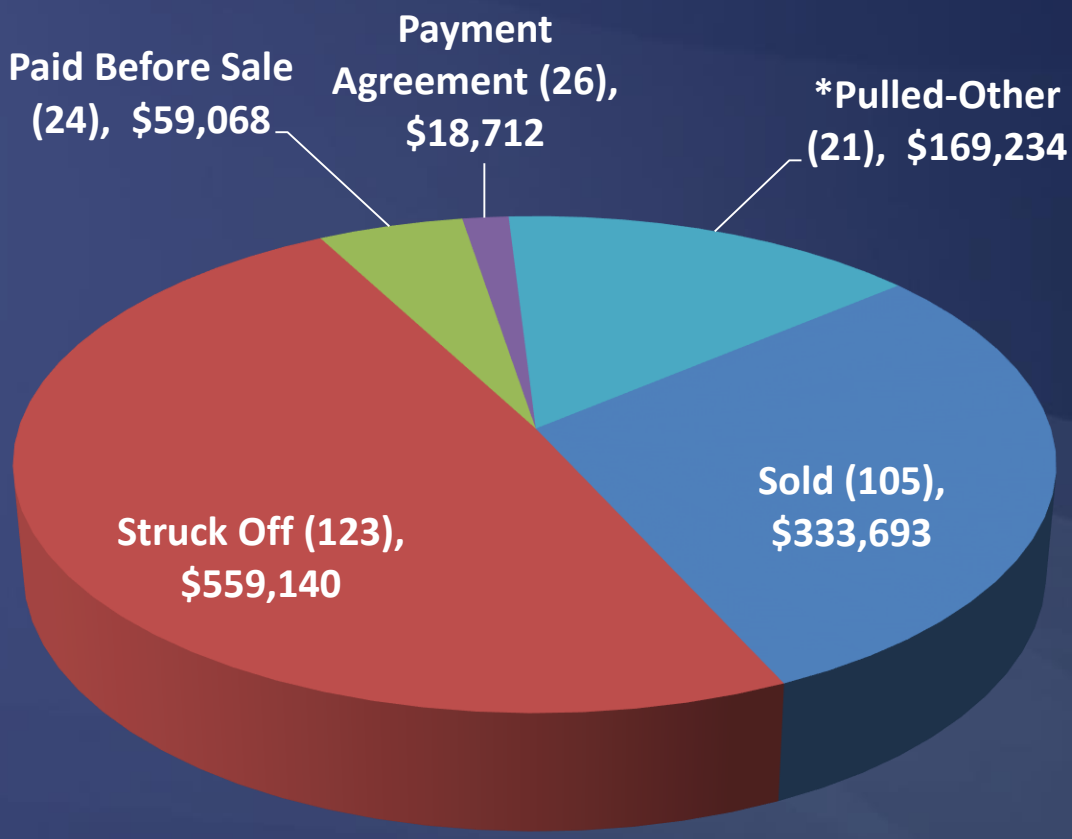
Source: Hidalgo County Tax Office Data

Program Activities & Results
July 2015 – June 2016

- 1,318 Lawsuits Filed - $2,215,772
- 490 Lawsuits Disposed - $904,268
- 630 Judgements Taken - $934,805
- 107 Tax Warrants - $150,362
- 11 Demand Mailings – 150,044 Letters

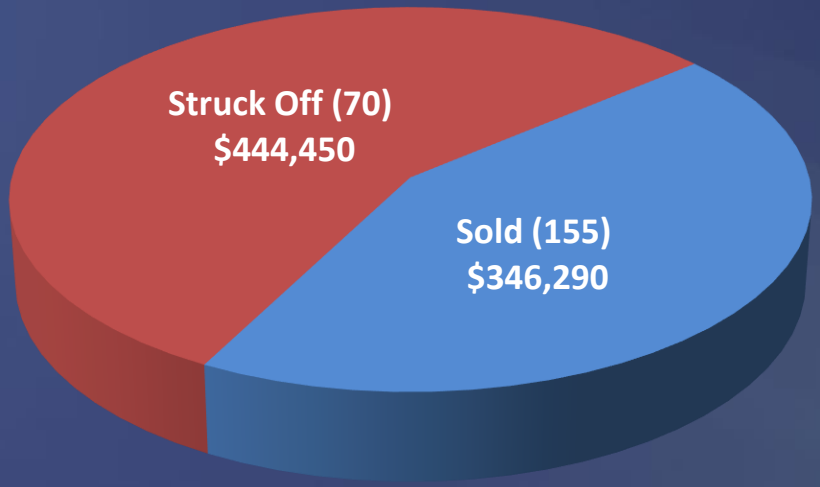
Linebarger has collected over $13.1 Million in base tax, penalty and interest for the County through June 2016

Tax Sale Program Results
July 2015 – June 2016
Base Tax, Penalty and Interest



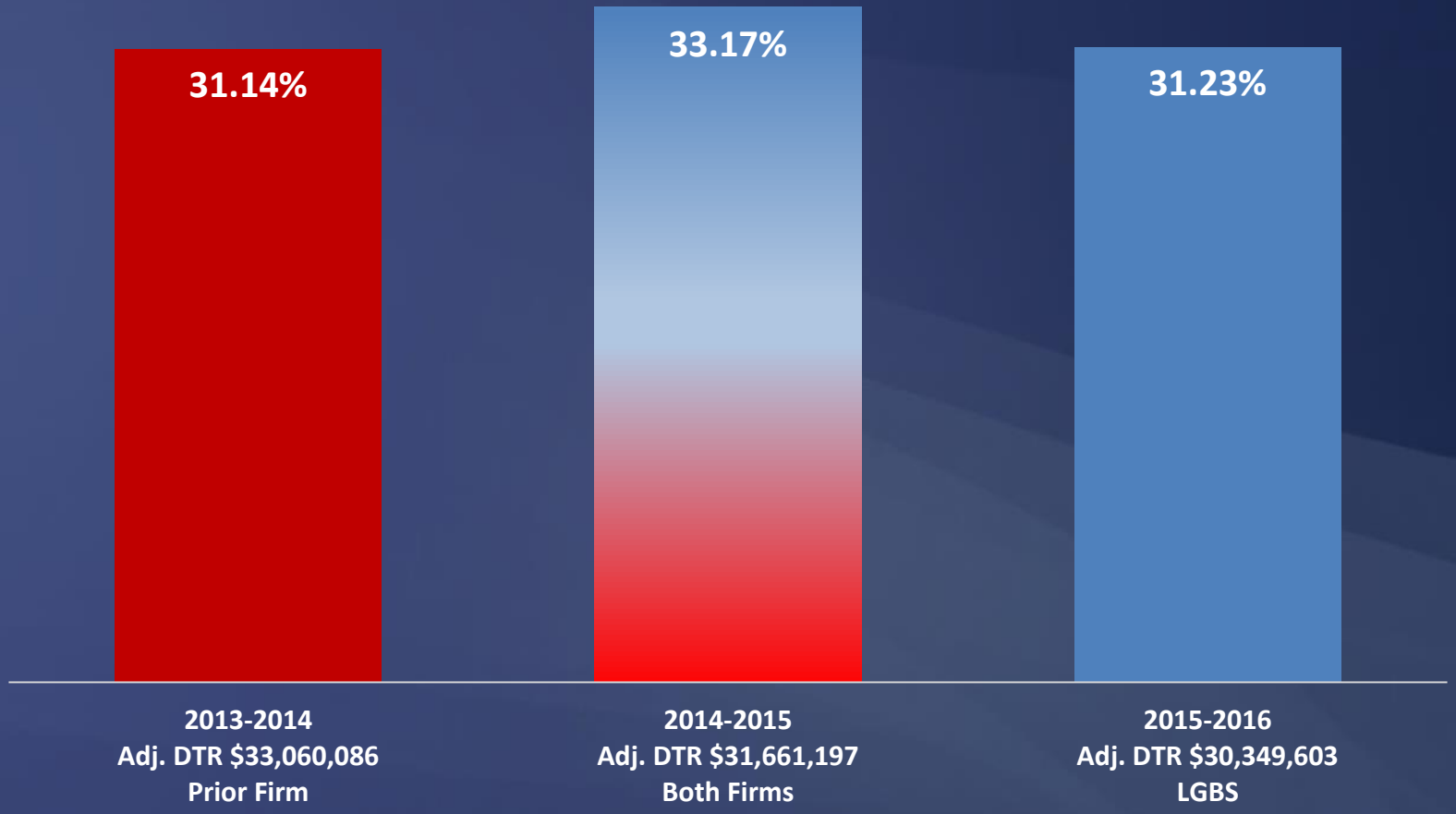
*Pulled from Sale: Bankruptcy, Letters of Commitment & Deferrals

Tax Resale Program Results
July 2015 – June 2016
Base Tax, Penalty and Interest



Through the tax resale program, Linebarger has returned over $4.31 million in appraised value back to the tax roll

Three Year Collection Comparison
July 2013 through June 2016



Source: Hidalgo County Tax Office Data

Payment Centers

Precinct 4

205 S. Pin Oak Ave
Edinburg, Texas

Precinct 3

1518 N. Conway
Mission, Texas

Precinct 2

400 North McColl Road
McAllen, Texas

Precinct 1

708 E. Edinburg Ave
Suite B
Elsa, Texas

Hidalgo County
Fees and Fines Activity Report

Prepared for:

Hidalgo County Commissioners and
Ramon Garcia, County Judge

Linebarger Goggan Blair & Sampson, LLP

District Court and County Court at Law 1
As of August 31, 2016

	District Court	***County Court at Law 1***
Letters Mailed	1,504	4,712
Updated Address/Phone	216	274
Inbound	163	434
Outbound	1,213	833

Justice of the Peace
As of August 31, 2016

Letters Mailed	0	10,263	16,539	18,267
Updated Address/Phone	0	1,177	2,265	2,580
Inbound	0	1,122	1,514	1,868
Outbound	0	20,111	42,340	37,344

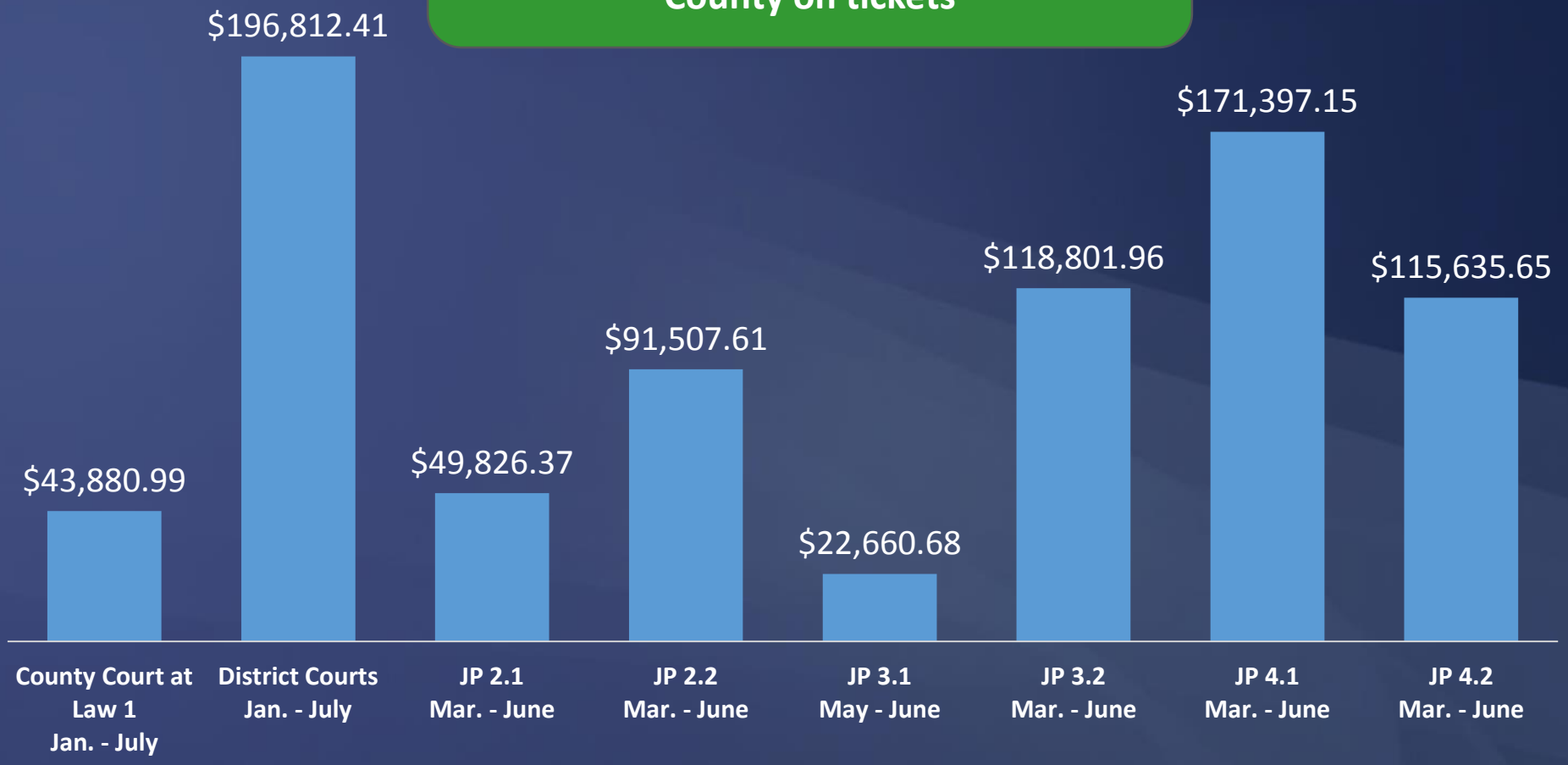
Justice of the Peace
As of August 31, 2016

Summary of All Courts

Letters Mailed	51,285
Updated Address/Phone	6,512
Inbound	5,101
Outbound	101,841

Collections

Partnering with LGBS has produced over $800 thousand in collections for Hidalgo County on tickets



Collections based on invoiced accounts

Hidalgo County
Fees and Fines Activity Report

Prepared for:

Hidalgo County Commissioners and
Ramon Garcia, County Judge

Linebarger Goggan Blair & Sampson, LLP

AI-56426 **Executive Office** **12. B.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by Region One Education Service Center for the use of the Hidalgo County Courthouse for 2017 Mock Trial Competition
to be held on Saturday, January 14, 2017 and Monday, January 16, 2017 (evening)

BACKGROUND

Diana Gonzalez
Program Assistant-Social Studies
1900 W. Schunior
Edinburg, TX 78541
(956) 984-6239 office
(956) 984-7641 fax
dgonzalez@esc1.net

Insurance attached.

Fiscal Impact

Attachments

request
ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2016 10:17 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/16/2016 10:11 AM
Final Approval Date: 09/23/2016

Region One Education Service Center
1900 W. Schunior • Edinburg, TX 78541 • Phone (956) 984-6000 Fax (956) 984-7655

Dr. Cornelio Gonzalez
Executive Director

September 15, 2016

The Honorable Ramón Garcia
Office of the Hidalgo County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

Dear Judge Garcia:

We are proud to announce that once again the Region One ESC Mock Trial Competition held in January 2016 was a success. As always, it was a pleasure working with the courthouse judges, court coordinators, security, and custodial crew. Their professionalism was admirable and helped to facilitate the event. As we are already making plans for the 2017 Regional Mock Trial Competition, we hope to continue this established relationship with the Hidalgo County Courthouse.

Region One ESC respectfully requests the use of the Hidalgo County Courthouse for the day-long competition scheduled on Saturday, January 14, 2017 and the evening of Monday, January 16, 2017.

We anticipate 18 teams in the competition. These 18 teams include returning participants and one team which will be participating for the first time in the Regional Mock Trial Competition. As was the case last year, we request to have two maintenance personnel available on Saturday, January 14, 2017, from 7:00 am to 9:00 pm. The gentlemen assigned the duty this past year were extremely accommodating and did an excellent job ensuring that Region One ESC staff, parents and student participants had access to the courthouse and courtrooms and that the facilities were neat and clean. If possible, we would like to maintain contact with the assigned individuals throughout the year. Please have your office call to notify us who will be assigned this duty so we may begin communication with them prior to the event. I can be reached at (956) 984-6172.

Again, thank you for allowing us to bring this competition to the Hidalgo County Courthouse each year!

Respectfully,

Jose Julian "JJ" Saenz
Region One Education Service Center
Mock Trial Coordinator

Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, gender, or disability.

TEXAS RISK POOL CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY) 09.19.2016

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 RISK POOL BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING RISK POOL, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL COVERED ENTITY / PERSON, the policy(ies) must have ADDITIONAL COVERED ENTITY / PERSON provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the coverage, certain terms of coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Carlisle Insurance Agency, Inc.
611 South 14th Street Suite 100
Kingsville TX 78363

CONTACT NAME: Jerry Bravenec / Missi Stecker
PHONE (A/C, No, Ext): 877-595-5611 **FAX (A/C, No):**
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID: 108-960

RISK POOL AFFORDING COVERAGE

COVERED ENTITY / PERSON
Region One Education Service Center
1900 West Schunior
Edinburg TX 78541

RISK POOL A : Property Casualty Alliance of Texas (PCAT)
RISK POOL B :
RISK POOL C :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY / PERSON NAMED ABOVE FOR THE COVERAGE 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 COVERAGE DOCUMENTS DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	ADDL INSD	SUBR WVD	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			9.1.2016	9.1.2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFITS LIAB	$1,000,000 $500,000 $-0- $1,000,000 $1,000,000 $1,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A				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)
2017 Mock Trial Competition at Hidalgo County Courthouse January 2017

CERTIFICATE HOLDER
Hidalgo County Executive Office
2818 S Bus. Hwy 281
Edinburg TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS IN THE COVERAGE DOCUMENTS.

AUTHORIZED REPRESENTATIVE

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PCAT Certificate Guidelines

Property Casualty Alliance of Texas (PCAT) is a risk sharing cooperative formed by Texas Public Entities pursuant to the Interlocal Cooperation Act, Chapter 791, Title 7 of the Texas Government Code. PCAT is not an insurance company.

Texas Public Entities occasionally get requests from non-governmental entities to issue Certificates of **Insurance** and to be named as **'Additional Insured**.' Since PCAT is not an insurance company, we will issue a Certificate of **Coverage** rather than a Certificate of **Insurance.**

Because the School is immune from all tort actions, except those arising from the use of a motor vehicle, most indemnification clauses have the School assuming an obligation to pay claims that could not be made against it. *Texas law is clear that the School cannot contractually assume liability for another entity that exceeds the liability that the School would have in the same situation, because to immunize a non-public entity is a gift of public funds and is prohibited by the Texas Constitution*. For this reason, we are unable to name anyone as an **Additional Insured**.

In addition to the above, *as a public entity in the State of Texas, schools are prohibited from indemnifying a private entity*. The following language should be considered as an insert to all third party agreements in lieu of standard hold harmless agreements:

"[School] is an independent school district organized pursuant to Section 11.011 of the Education Code and as such, is immune from tort actions, except those arising from the use of a motor vehicle in accordance with Section 101.051 of the Texas Civil Practices and Remedies Code.
Nothing in the Agreement is or shall be interpreted to require [School] to indemnify [Private Entity] or to constitute a waiver of that immunity."

While it does not provide an explanation, another way of handling this is to include the following language in all contracts:

> "…to the extent permitted by the Constitution and laws of the State of Texas"

Contact your Agent if there are any questions on the above.
Nothing stated herein is a legal opinion.
The School should consult their legal counsel prior to execution of any third party contracts.

AI-56468 **Executive Office** **12. C.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to process payment and authority for County Treasurer to issue check after review and processing procedures are completed by County Auditor for the following:

Vendor	Invoice Date/#	Invoice Amount	Matter/Case
The J. Ramirez Law Firm	9/19/16 / 5203	$2,700.00	Airport Property

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-30-125-006-0-333

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

BUDGETARY IMPACT:

Funds available as of 9/20/2016.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:33 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Monica Badillo		Started On: 09/19/2016 02:22 PM
Final Approval Date: 09/23/2016		

The J. Ramirez Law Firm
700 N. Veterans Blvd.
Business Center, Suite B
San Juan, Texas 78589 USA

Ph:956-502-5424 Fax:956-502-5007

Hidalgo County
2818 S. Bus. Hwy. 281
Edinburg, TX
78539 USA

September 19, 2016

File #: 16-098R
Inv #: 5203

Attention: Valde Guerra

RE: Real Estate

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-04-16	A d q	2.00	400.00	JR
Jun-06-16	A C	5.50	1,100.00	JR
	A e	0.50	100.00	JR
Jun-11-16	A r e	2.50	500.00	JR
Jun-13-16	A a H[illegible] Hidalgo County and City of Edinburg	3.00	600.00	JR
	Totals	13.50	$2,700.00	
	Total Fee & Disbursements			**$2,700.00**
	Balance Now Due			**$2,700.00**

TAX ID Number 46-4003723

$2,700.00

INVOICE RECEIVED BY: on 9/19/16

SERVICES RECEIVED BY: on 6/4-6/13/16

6-9100-415-30-125-006-0333

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 9/19/16 BY:

Invoice #5203 – 9/19/16

RATES:

Jesus Ramirez (JR)

Hourly Rate: $200.00

[13.50 x $200 = $2700.00]

AI-56471 **Executive Office** **12. D.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from American Access Casualty Company in the amount of $58.93 to settle auto accident with County vehicle. (Precinct 4)

BACKGROUND

DOI: 04/26/16

Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

American Access Casualty Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:52 PM
Linda Flores	Linda Flores	09/21/2016 09:46 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Aida Alvarez		Started On: 09/19/2016 02:31 PM
Final Approval Date: 09/23/2016		

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

VOID VOID VOID

AMERICAN ACCESS CASUALTY COMPANY
2211 Butterfield Road, Suite 200
Downers Grove, IL 60515

Claims Account

The Private Bank
Chicago, IL 60602
2-648/710

CHECK NUMBER
0000443202

09/13/16

VOID AFTER 180 DAYS

PAY *FIFTY EIGHT DOLLARS & 93/100*

$ 58.93

To The Order Of
County of Hidalgo
Attn: Lauro Torres
9805 NORTH 10TH STREET
MCALLEN, TX 78504

Memo CLM 1605132314 DL 04/26/2016 RC

AUTHORIZED SIGNATURE

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • CHEMICAL REACTANT

⑈0000443202⑈ ⑆071006486⑆ 2185034⑈

AMERICAN ACCESS CASUALTY COMPANY

CHECK NUMBER 0000443202
CHECK DATE 09/13/16

County of Hidalgo
9805 NORTH 10TH STREET
MCALLEN, TX 78504

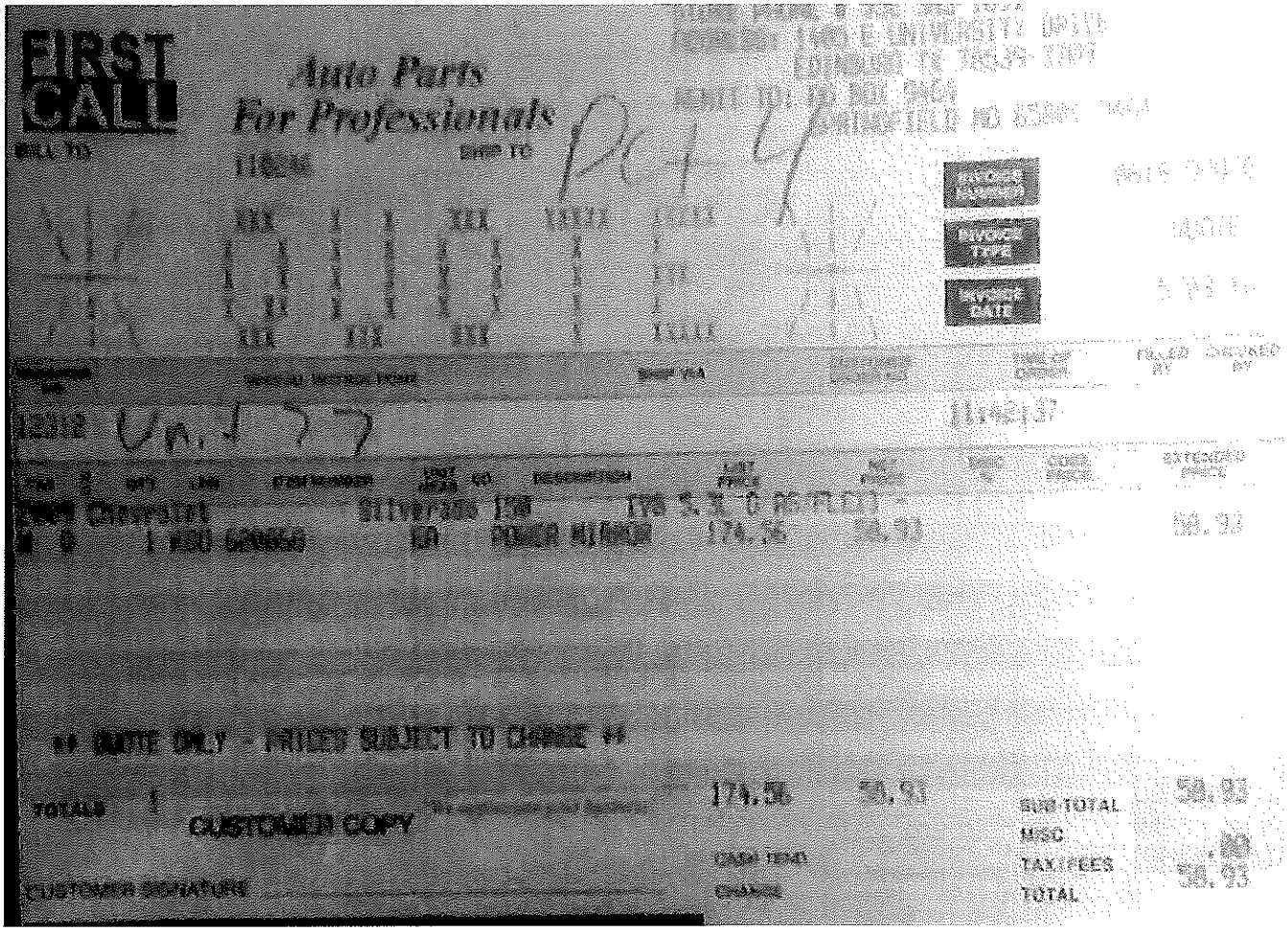
Invoice Date	Invoice No.	Description	Invoice Amt.
09/13/16	652110	CLM 1605132314 DL 04/26/2016 RC Property Damage Settlement from 4/26/2016 Mary Reyes	58.93

AMERICAN ACCESS CASUALTY COMPANY

CHECK NUMBER 0000443202
CHECK DATE 09/13/16

County of Hidalgo
9805 NORTH 10TH STREET
MCALLEN, TX 78504

Invoice Date	Invoice No.	Description	Invoice Amt.
09/13/16	652110	CLM 1605132314 DL 04/26/2016 RC Property Damage Settlement from 4/26/2016 Mary Reyes	58.93


FIRST CALL
Auto Parts
For Professionals
** QUOTE ONLY - PRICES SUBJECT TO CHANGE **
CUSTOMER COPY
CUSTOMER SIGNATURE
SUB TOTAL
MISC
TAX / FEES
TOTAL

AI-56491 **Urban County** **13. A.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: URBAN COUNTY

Information

CAPTION

Hold a Public Hearing to consider public comments for Hidalgo County Urban County Program's Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S. Department of Housing and Urban Development.

BACKGROUND

Citizen Participation Plan dictates that the County hold a Public Hearing to consider public comments on the contents of it's Consolidated Annual Performance and Evaluation Report prior to submission to HUD.

The Urban County Program published the public notice of the CAPER's completion and the fifteen (15) day comment period was from September 1, 2016 to September 15, 2016.

Fiscal Impact

Attachments

Caper
Addendum
HUD Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 03:41 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Sandra Regalado Started On: 09/20/2016 10:34 AM

Final Approval Date: 09/23/2016

PUBLIC NOTICE

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

Publication date: August 31, 2016

Notice is hereby given that the County of Hidalgo Urban County Program has completed its Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year Ending June 30, 2016.

This report is a comprehensive review of the activities undertaken by the Urban County Program in carrying our activities identified in the County's Consolidated Plan Strategy (CPS). The program operates in 18 non-entitlement communities and the rural areas of Hidalgo County.

A 15-day comment period is hereby established from September 1, 2016 to September 15, 2016. The CAPER report will be available for public viewing and comment at the Hidalgo County Urban County Program Office, Precinct No. 1, Precinct No. 2, Precinct No. 3, Precinct No. 4 and the eighteen (18) member city halls and public libraries. The CAPER can also be viewed at the Hidalgo County Urban County Program webpage at https://tx-hidalgocounty.civicplus.com/index.aspx?nid=618.

Following the comment period, a Public Hearing will be held at 9:30 A.M. in Tuesday, September 20, 2016 at the Hidalgo County Commissioners Court meeting located at 100 E. Cano St., Edinburg, Texas 78539.

Accommodations for individuals with handicaps shall be provided upon request.

The presentations will be in English or Spanish for those who so desire.

For more information please come by the Urban County Office or call (956) 787-8127.

Diana R. Serna, Director
County of Hidalgo - Urban County Program
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516.

AVISO PUBLICO
PROGRAMA URBANO
DEL CONDADO DE HIDALGO

Fecha de publicación: 31 de agosto del 2016

Se hace saber que el Programa Urbano del Condado de Hidalgo ha completado su Reporte Consolidado Annual de Desempeño y Evaluacion (CAPER) para el año fiscal terminando el 30 de Junio del 2016.

Este informe es una revision completa de las actividades realizadas por el Programa Urban del Condado en la realizacion de nuestras actividades identificadas en la Estrategia del Plan Consolidado del Condado (CPS). El programa opera en 18 comunidades y las zonas rurales del Condado de Hidalgo.

Un periodo de comentarios de 15 dias, destinada a ejecutar desde el primer dia (1) de septiembre hasta el dia 15 de septiembre del 2016. El informe CAPER estará disponible para su revision y comentario público en la Oficina del Programa Urbano del Condado de Hidalgo, Precinto No. 1, Precinto No. 2, Precinto No. 3, Precinto No. 4, los diez y ocho (18) municipios y bibliotecas públicas. El informe CAPER también se puede ver en la página de internet https://tx-hidalgocounty.civicplus.com/index.aspx?nid=618 del Programa Urbano del Condado de Hidalgo.

Tras el período de comentarios, una audiencia pública se llevará a cabo a las 9:30 a.m. el Martes, 20 de septiembre del 2016 en la Corte de Comisionados del Condado de Hidalgo ubicado en el 100 E. Cano St., Edinburg, Texas 78539.

Alojamiento para las personas con descapacidad se puede porporcionar a peticion.

Las presentaciones se haran en Ingles o Español para aquellas personas que asi lo deseen.

Para obtener más información por favor venga a la Oficina del Condado Urbano o llame al (956) 787-8127.

Diana R. Serna, Directora
Programa Urbano del Condado de Hidalgo
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516

ADDENDUM
PUBLIC HEARING NOTICE

County of Hidalgo
Urban County Program
Date of Publication: Thursday, September 22, 2016

Original Notice called for a Public Hearing to be held on Tuesday, September 20, 2016 at 9:30 a.m., regarding the Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year Ending June 30, 2016.

Take notice that the Public Hearing scheduled for Tuesday, September 20, 2016 at 9:30 a.m. has been rescheduled for ***Tuesday, September 27, 2016 at 9:30 a.m.*** at the Hidalgo County Commissioners' Court Room located at 100 E. Cano, First Floor, Edinburg, TX 78539.

Accommodations for individuals with handicaps shall be provided upon request.

For more information please contact:

Hidalgo County – Urban County Program
Diana R. Serna, Director
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
(956) 787-8127

ADDENDA
AVISO DE AUDIENCIA PÚBLICA

CONDADO DE HIDALGO
PROGRAMA URBANO DEL CONDADO DE HIDALGO
Fecha de publicación: jueves dia 22 de Septiembre del 2016

Aviso original pedía una audiencia pública a realizarse el martes 20 de Septiembre del 2016 a las 9:30 a.m., con respecto al Reporte Consolidado Annual de Desempeño y Evaluacion (CAPER) para el año fiscal terminando el 30 de Junio del 2016.

Tomar el aviso de que la audiencia pública programada para el martes, 20 de Septiembre del 2016 a las 9:30 a.m. ha sido reprogramado para el martes, 27 de Septiembre del 2016 a las 9:30 a.m. en la Sala de Corte de Comisionados del Condado de Hidalgo, ubicado en el 100 E. Cano, First Floor (primer piso), Edinburg, TX 78539.

Alojamiento para personas con discapacidades se puede proporcionar a petición.

Para obtener más información, por favor venga a la oficina del Programa Urbano del Condado de Hidalgo o llame al (956) 787-8127.

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2015

DATE: 07-11-16
TIME: 9:59
PAGE: 1

HIDALGO COUNTY

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed	Return funds from prior year in FY 2015	Correct Disbursed Amount
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	7	$215,638.48	9	$747,372.32	16	$963,010.80		
	Flood Drainage Improvements (03I)	0	$0.00	2	$135,471.42	2	$135,471.42		
	Water/Sewer Improvements (03J)	6	$205,494.38	4	$1,281,197.15	10	$1,486,691.53		
	Street Improvements (03K)	6	$1,139,521.61	15	$1,837,402.85	21	$2,976,924.46		
	Fire Station/Equipment (03O)	1	$0.00	4	$57,032.75	5	$57,032.75		
	Non-Residential Historic Preservation	1	$980,021.12	0	$0.00	1	$980,021.12		
	Total Public Facilities and Improvements	**21**	**$2,540,675.59**	**34**	**$4,058,476.49**	**55**	**$6,599,152.08**		
Public Services	Public Services (General) (05)	0	$0.00	27	$273,856.91	27	$273,856.91	$ (11,048.00)	$262,808.91
	Senior Services (05A)	0	$0.00	17	$130,269.40	17	$130,269.40		
	Handicapped Services (05B)	0	$0.00	2	$13,611.15	2	$13,611.15		
	Transportation Services (05E)	0	$0.00	7	$88,500.00	7	$88,500.00		
	Battered and Abused Spouses (05G)	0	$0.00	4	$41,400.00	4	$41,400.00		
	Health Services (05M)	0	$0.00	6	$55,674.56	6	$55,674.56		
	Abused and Neglected Children (05N)	0	$0.00	9	$112,842.07	9	$112,842.07		
	Total Public Services	**0**	**$0.00**	**72**	**$716,154.09**	**72**	**$716,154.09**	$ (11,048.00)	$705,106.09
General Administration and Planning	General Program Administration (21A)	1	$359,699.07	18	$606,928.68	19	$966,627.75		
	Total General Administration and Planning	**1**	**$359,699.07**	**18**	**$606,928.68**	**19**	**$966,627.75**		
Repayment of Section 108 Loans	Planned Repayment of Section 108	1	$211,827.25	1	$0.00	2	$211,827.25		
	Total Repayment of Section 108 Loans	**1**	**$211,827.25**	**1**	**$0.00**	**2**	**$211,827.25**		
Grand Total		**23**	**$3,112,201.91**	**125**	**$5,381,559.26**	**148**	**$8,493,761.17**	$ (11,048.00)	$8,482,713.17

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	Public Facilities	33,258	159,079	192,337
	Flood Drainage Improvements (03I)	Public Facilities	0	53,922	53,922
	Water/Sewer Improvements (03J)	Persons	50,803	32,125	82,928
	Street Improvements (03K)	Persons	84,869	473,886	558,755
	Fire Station/Equipment (03O)	Public Facilities	20,390	122,640	143,030
	Non-Residential Historic Preservation (16B)	Organizations	21,231	0	21,231
	Total Public Facilities and Improvements		**210,551**	**841,652**	**1,052,203**
Public Services	Public Services (General) (05)	Persons	0	49,979	49,979
	Senior Services (05A)	Persons	0	447	447
	Handicapped Services (05B)	Persons	0	6	6
	Transportation Services (05E)	Persons	0	3,350,515	3,350,515
	Battered and Abused Spouses (05G)	Persons	0	645	645
	Health Services (05M)	Persons	0	622	622
	Abused and Neglected Children (05N)	Persons	0	542	542
	Total Public Services		**0**	**3,402,756**	**3,402,756**
Grand Total			**210,551**	**4,244,408**	**4,454,959**

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Non Housing	White	8,232	8,096	0	0
	Black/African American	27	0	0	0
	Other multi-racial	1	0	0	0
	Total Non Housing	**8,260**	**8,096**	**0**	**0**
Grand Total	White	8,232	8,096	0	0
	Black/African American	27	0	0	0
	Other multi-racial	1	0	0	0
	Total Grand Total	**8,260**	**8,096**	**0**	**0**

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Non Housing	Extremely Low (<=30%)	0	0	792
	Low (>30% and <=50%)	0	0	6,165
	Mod (>50% and <=80%)	0	0	319
	Total Low-Mod	0	0	7,276
	Non Low-Mod (>80%)	0	0	395
	Total Beneficiaries	0	0	7,671

HIDALGO COUNTY

Home Disbursements and Unit Completions

Activity Type	Disbursed Amount	Units Completed	Units Occupied
First Time Homebuyers	$352,019.03	11	11
Existing Homeowners	$1,161,990.87	22	22
Total, Homebuyers and	$1,514,009.90	33	33
Grand Total	**$1,514,009.90**	**33**	**33**

Home Unit Completions by Percent of Area Median Income

Activity Type	0% - 30%	31% - 50%	51% - 60%	61% - 80%	Units Completed Total 0% - 60%	Units Completed Total 0% - 80%
First Time Homebuyers	0	4	1	6	5	11
Existing Homeowners	11	7	3	1	21	22
Total, Homebuyers and Homeowners	11	11	4	7	26	33
Grand Total	**11**	**11**	**4**	**7**	**26**	**33**

Home Unit Reported As Vacant

Activity Type	Reported as Vacant
First Time Homebuyers	0
Existing Homeowners	0
Total, Homebuyers and	0
Grand Total	**0**

Home Unit Completions by Racial / Ethnic Category

	First Time Homebuyers		Existing Homeowners	
	Units	Units	Units	Units
White	11	11	22	22
Total	**11**	**11**	**22**	**22**

	Total, Homebuyers and		Grand Total	
	Units	Units	Units	Units
White	33	33	**33**	**33**
Total	**33**	**33**	**33**	**33**

AI-56465 **Urban County** **13. B.**

CC - REGULAR

Meeting Date: 09/27/2016

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 27, 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	09/21/2016 11:34 AM
Glinda Pacheco	Glinda Pacheco	09/22/2016 08:26 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Olga Lerma		Started On: 09/19/2016 02:11 PM
Final Approval Date: 09/23/2016		

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-56597 **Urban County** **13. C.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Consideration and approval of a construction contract change order for the General Land Office (GLO) Contract No. 12-406-000-6453 for the Delta Area Connector East Lateral Project. The Change Order will increase the current construction contract with Saenz Brothers Construction, LLC in the amount of $439,512.00 and provides an additional 90 days for contract completion.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 12-406-000-6453.

BACKGROUND

The increase in construction contract price is to include the hauling of excavated dirt for the portion of the contract pertaining to the Drainage District.

Funding for this Change Order is to come from the Hidalgo County Drainage District No. 1.

Current Contract Amount: $5,096,925.40
Change Order: $439,512.00
Total Contract Amount: $5,536,437.40

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

UCP funds.

Attachments

Change Order
Hauling Quantities

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 04:36 PM
Ivan Cantu	Ivan Cantu	09/23/2016 05:09 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Sandra Regalado Started On: 09/23/2016 02:56 PM
Final Approval Date: 09/23/2016

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. Hidalgo County Urban County Program 427 E. Duranta Ave. Suite 107 Alamo, Texas 78516	DATE: September 15, 2016 CHANGE ORDER NO. 6
CONTRACTOR/FIRM Dos Logistics Inc. 1002 Expressway 83 Weslaco, Texas 78596 Phone #: (956) 968-8800	PROJECT/NAME/ACCT. NO. East Lateral Drainage Improvements Project 6540-62-0309-5200-6200-UCP-AVF

You are hereby requested to comply with the following changes from the contract plans and specifications:

	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices	X	Time Extension
X	Quantitative Addition		Other

REASON:

Change Order items are to include the hauling of excavated dirt for the portion pertaining to the Drainage District. Additionally requesting 90 days to accommodate the additional duties.

Contract price prior to change order . . . . . $ 5,096,925.40

Net Increase/Decrease of this Change Order . . . . . $ 439,512.00

Contract Price with Change Order . . . . . $ 5,536,437.40.

Increase/Decrease in time Additional 90 days.

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

Increase/Decrease in time NA days.

PROJECT ENGINEER SIGNATURE	DATE	PRINTING NAME	DATE
CONTRACTOR'S SIGNATURE	4-21-16 DATE	Fernando Suenz PRINTING NAME	4-21-16 DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

- ☐ Scope Increase
- ☐ Scope Decrease
- ☐ L/M Beneficiary Change/Impact
- ☐ Environmental Impact
- ☐ Quantitative Addition/Deletion
- ☐ Final Quantitative Adjustment
- ☐ Other

☐ Approved ☐ Disapproved

Title: Hidalgo County Judge

Signature: Ramon Garcia Date: .

East Lateral Irrigation - Change Order No. 6 Summary

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
	IRRIGATION CROSSING STA. 0+00 - STA. 135+50		
110	Excavation Channel Volume Fill		$439,512.00

East Lateral - Change Order No.6 Summary

	IRRIGATION CROSSING STA. 0+00 - STA. 135+50								
110	Excavation Channel Volume Fill		CY		$2.10	209,295.32		$0.00	$439,512.00
								$0.00	$439,512.00

Texas General Land Office
Disaster Recovery

RECEIVED
SEP 21 2016
Urban County Program

Construction Contract Change Order Request Form

Engineer: Dos Logistics Inc. 1002 E. Expressway 83 Weslaco, Texas 78596 Phone No.: 956-968-8800		Owner: Hidalgo County - Urban County Phone No.: 956-787-8127	Contractor: Saenz Brothers Con. LLC. 3226 N. Victoria Rd. Donna, Texas 78537 Agreement Date: Phone No.:956-464-3400
Date: Oct. 27, 2015 Project Code No.: Bid Package No.: 6540-62-0309-5200-6200-UCP-AVF		Contract For (Project Description): East Lateral Drainage Improvement Project Round 2.1-Phase II	GLO Contract No.: 12-406-000-6453 DRS210068 Change Order No. 6

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.		Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
		See attached sheet...		

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$4,502,936.00	Original Contract Time:	240 days
Previous Change Order(s): No. 1, 2, 3, 4	$ 406,130.00 $ 27,000.00 $ 45,360.00 $ 115,499.40	Net Change From Previous Change Orders:	126 days
Contract Price Prior to this Change Order:	$5,096,925.40	Contract Time Prior to this Change Order:	366 days
Net Increase/Decrease of this Change Order:	$ 439,512.00	Net Increase/Decrease of this Change Order:	90 days
Contract Price With all Approved Change Orders:	$ 5,536,437.40	Contract Time With all Change Orders:	456 days
Cumulative Percent Change in Contract Price (+/-):	23.0%	Grantee Contract End Date: (mm/dd/yy) / /	
Construction Contract Start Date: (mm/dd/yy)	08 / 12 / 2015	Construction Contract End Date: (mm/dd/yy)	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: _____

ENGINEER: Juan Gamez P.E.

Dos Logistics

Date: 9/21/16

APPROVED:

By: _____

OWNER: Ramon Garcia

Hidalgo County Judge

Date: _____

ACCEPTED:

By: _____

CONTRACTOR: Fernando Saenz

Saenz Brothers Construction

Date: 9-21-16

JUSTIFICATION FOR CHANGE

Change order items are a result of additional utility requirements as encountered in the field for the proposed improvements. Items included for accommodation of an existing irrigation lines crossing along the proposed drainage channel.

1. Will this Change Order increase or decrease the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?		Total ____	L/M ____
2. Effect of this change on scope of work:	☐Increase	☐ Decrease	☒No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☒No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		☐ Yes	☒ No
If "No", explain: **New items were introduced to address field conditions.**			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		☐ Yes	☒ No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		☒ Yes	☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only)		☐ Yes	☐ No
8. Are the handicapped access requirements/approval still valid? (if applicable)		☐ Yes	☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid?		☒ Yes	☐ No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
0+00.00	0.00	0.00	0.00	0.00	0.00	0.00
1+00.00	0.00	0.00	0.00	0.00	0.00	0.00
2+00.00	12.06	223.48	22.34	413.85	22.34	413.85
3+00.00	3.86	361.75	29.48	1083.76	51.82	1497.61
4+00.00	13.48	344.12	32.11	1307.16	83.93	2804.77
5+00.00	19.34	316.97	60.78	1224.23	144.71	4029.00
5+19.97	19.58	311.67	14.39	232.45	159.10	4261.45
6+00.00	17.56	290.91	55.05	893.08	214.15	5154.52
7+00.00	8.33	266.40	47.94	1032.06	262.09	6186.58
8+00.00	0.77	252.32	16.85	960.58	278.94	7147.16
9+00.00	1.37	255.58	3.97	940.56	282.91	8087.72
10+00.00	3.04	266.57	8.17	966.96	291.07	9054.68
11+00.00	7.05	308.34	18.69	1064.65	309.77	10119.33
12+00.00	0.00	0.00	13.06	570.99	322.83	10690.32
13+00.00	0.00	0.00	0.00	0.00	322.83	10690.32
14+00.00	0.00	0.00	0.00	0.00	322.83	10690.32
15+00.00	0.00	0.00	0.00	0.00	322.83	10690.32
16+00.00	14.40	363.75	26.66	673.62	349.49	11363.94
17+00.00	16.96	352.54	58.07	1326.47	407.57	12690.41
18+00.00	17.60	337.37	64.01	1277.61	471.58	13968.02

Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
19+00.00	18.29	317.75	66.47	1213.17	538.04	15181.19
20+00.00	18.87	297.70	68.81	1139.72	606.85	16320.91
21+00.00	19.07	277.11	70.26	1064.47	677.11	17385.38
22+00.00	20.76	259.08	73.76	992.96	750.87	18378.34
23+00.00	27.28	246.41	88.97	936.09	839.84	19314.43
24+00.00	35.32	235.10	115.94	891.67	955.77	20206.10
25+00.00	41.11	234.26	141.53	869.18	1097.31	21075.29
26+00.00	42.64	278.41	155.09	949.39	1252.40	22024.67
27+00.00	48.09	324.27	168.03	1116.07	1420.42	23140.74
28+00.00	33.38	358.58	150.88	1264.54	1571.31	24405.28
29+00.00	28.13	363.51	113.92	1337.20	1685.23	25742.48
30+00.00	25.63	326.84	99.57	1278.41	1784.80	27020.90
31+00.00	22.86	295.92	89.80	1153.26	1874.60	28174.16
32+00.00	19.68	271.44	78.77	1050.67	1953.37	29224.83
33+00.00	16.39	252.41	66.79	970.09	2020.16	30194.92
34+00.00	13.02	237.77	54.45	907.74	2074.62	31102.66
35+00.00	12.64	233.85	47.51	873.37	2122.13	31976.03
36+00.00	124.88	110.04	254.66	636.84	2376.79	32612.87
37+00.00	0.00	0.00	268.01	163.75	2644.80	32776.61
38+00.00	0.00	0.00	0.00	0.00	2644.80	32776.61

Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
39+00.00	0.00	0.00	0.00	0.00	2644.80	32776.61
40+00.00	0.00	0.00	0.00	0.00	2644.80	32776.61
41+00.00	0.00	0.00	0.00	0.00	2644.80	32776.61
42+00.00	0.00	0.00	0.00	0.00	2644.80	32776.61
43+00.00	0.00	0.00	0.00	0.00	2644.80	32776.61
44+00.00	0.00	0.00	0.00	0.00	2644.80	32776.61
45+00.00	53.54	259.46	99.15	480.48	2743.95	33257.10
46+00.00	32.26	332.73	158.90	1096.65	2902.85	34353.75
47+00.00	38.08	331.26	130.25	1229.61	3033.10	35583.35
48+00.00	41.47	334.90	147.31	1233.63	3180.42	36816.99
49+00.00	27.94	650.00	107.96	1825.82	3288.37	38642.81
50+00.00	25.00	680.93	98.04	2464.69	3386.41	41107.50
51+00.00	20.74	677.69	84.70	2515.96	3471.11	43623.45
52+00.00	18.19	654.76	72.09	2467.48	3543.20	46090.94
53+00.00	9.17	644.87	50.67	2406.71	3593.87	48497.65
54+00.00	0.77	784.09	18.41	2646.22	3612.28	51143.87
55+00.00	0.01	679.84	1.44	2710.98	3613.72	53854.85
56+00.00	0.00	679.74	0.01	2517.73	3613.74	56372.58
57+00.00	0.00	682.73	0.00	2523.09	3613.74	58895.67
58+00.00	0.00	688.82	0.00	2539.91	3613.74	61435.58

Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
59+00.00	0.16	700.24	0.29	2572.33	3614.03	64007.90
60+00.00	0.27	719.95	0.80	2632.96	3614.83	66640.87
61+00.00	4.38	725.83	8.61	2677.38	3623.44	69318.25
62+00.00	0.00	0.00	8.11	1344.14	3631.55	70662.38
63+00.00	0.00	0.00	0.00	0.00	3631.55	70662.38
64+00.00	0.00	0.00	0.00	0.00	3631.55	70662.38
65+00.00	0.00	0.00	0.00	0.00	3631.55	70662.38
66+00.00	0.00	0.00	0.00	0.00	3631.55	70662.38
67+00.00	0.00	0.00	0.00	0.00	3631.55	70662.38
68+00.00	1.60	326.18	2.96	604.04	3634.51	71266.42
69+00.00	0.78	303.95	4.40	1166.92	3638.91	72433.34
70+00.00	0.47	284.60	2.30	1089.91	3641.21	73523.25
71+00.00	2.08	269.61	4.71	1026.32	3645.91	74549.57
72+00.00	6.25	257.26	15.43	975.69	3661.34	75525.27
73+00.00	6.59	250.36	23.78	940.03	3685.13	76465.29
74+00.00	3.65	251.48	18.96	929.33	3704.08	77394.62
75+00.00	3.24	256.21	12.76	940.18	3716.85	78334.81
76+00.00	3.51	262.60	12.51	960.77	3729.36	79295.58
77+00.00	3.20	269.41	12.43	985.20	3741.79	80280.78
78+00.00	2.48	275.93	10.51	1009.89	3752.30	81290.66

Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
79+00.00	3.78	286.14	11.60	1040.88	3763.90	82331.54
80+00.00	2.12	299.07	10.93	1083.73	3774.83	83415.27
81+00.00	0.11	315.00	4.14	1137.17	3778.97	84552.44
82+00.00	0.00	323.97	0.21	1183.29	3779.18	85735.73
83+00.00	0.00	0.00	0.00	599.95	3779.18	86335.68
84+00.00	0.00	0.00	0.00	0.00	3779.18	86335.68
85+00.00	0.00	0.00	0.00	0.00	3779.18	86335.68
86+00.00	0.00	0.00	0.00	0.00	3779.18	86335.68
87+00.00	0.00	0.00	0.00	0.00	3779.18	86335.68
88+00.00	0.00	0.00	0.00	0.00	3779.18	86335.68
89+00.00	0.00	0.00	0.00	0.00	3779.18	86335.68
90+00.00	7.23	228.12	13.39	422.44	3792.56	86758.12
91+00.00	0.00	532.54	13.39	1408.63	3805.95	88166.75
92+00.00	0.00	525.76	0.00	1959.81	3805.95	90126.56
93+00.00	0.15	519.03	0.27	1934.79	3806.22	92061.35
94+00.00	2.23	514.99	4.39	1914.85	3810.61	93976.20
95+00.00	4.03	511.44	11.58	1900.80	3822.20	95877.00
96+00.00	7.05	508.63	20.51	1889.02	3842.70	97766.01
97+00.00	8.83	501.17	24.80	1850.01	3867.50	99616.02
98+00.00	6.73	486.65	28.82	1829.30	3896.32	101445.32

Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
99+00.00	8.62	521.99	28.43	1867.86	3924.75	103313.18
100+00.00	14.24	585.27	47.97	2060.90	3972.72	105374.08
101+00.00	24.98	590.27	72.63	2176.91	4045.35	107550.99
102+00.00	15.17	589.43	74.35	2184.62	4119.70	109735.61
103+00.00	15.49	588.04	56.77	2180.50	4176.47	111916.10
104+00.00	13.47	584.84	53.63	2172.01	4230.10	114088.11
105+00.00	11.48	583.00	46.20	2162.67	4276.30	116250.78
106+00.00	10.59	638.03	40.86	2261.18	4317.16	118511.96
107+00.00	9.88	676.19	37.90	2433.76	4355.06	120945.72
108+00.00	9.35	697.48	35.60	2543.84	4390.66	123489.56
109+00.00	0.00	0.00	17.31	1291.63	4407.96	124781.18
110+00.00	0.00	0.00	0.00	0.00	4407.96	124781.18
111+00.00	0.00	0.00	0.00	0.00	4407.96	124781.18
112+00.00	0.00	0.00	0.00	0.00	4407.96	124781.18
113+00.00	0.00	0.00	0.00	0.00	4407.96	124781.18
114+00.00	0.00	0.00	0.00	0.00	4407.96	124781.18
115+00.00	0.00	0.00	0.00	0.00	4407.96	124781.18
116+00.00	7.35	716.56	13.61	1326.96	4421.58	126108.14
117+00.00	7.44	683.85	27.40	2593.34	4448.97	128701.49
118+00.00	7.66	640.24	27.97	2452.02	4476.95	131153.51

Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
119+00.00	8.83	583.64	30.55	2266.44	4507.50	133419.95
120+00.00	9.30	575.06	33.59	2145.74	4541.09	135565.69
121+00.00	9.93	581.50	35.61	2141.79	4576.70	137707.47
122+00.00	10.53	583.74	37.89	2157.85	4614.59	139865.33
123+00.00	13.24	583.88	44.03	2162.26	4658.62	142027.59
124+00.00	0.00	0.00	24.52	1081.26	4683.14	143108.85
125+00.00	0.00	0.00	0.00	0.00	4683.14	143108.85
126+00.00	0.00	0.00	0.00	0.00	4683.14	143108.85
127+00.00	0.00	0.00	0.00	0.00	4683.14	143108.85
127+50.00	0.00	0.00	0.00	0.00	4683.14	143108.85
128+00.00	0.00	0.00	0.00	0.00	4683.14	143108.85
128+50.00	0.00	0.00	0.00	0.00	4683.14	143108.85
129+00.00	1.23	65.26	0.97	52.05	4684.11	143160.90
130+00.00	4.94	503.55	11.43	1053.35	4695.54	144214.25
131+00.00	4.22	501.52	16.96	1861.25	4712.50	146075.50
132+00.00	3.86	506.81	14.96	1867.28	4727.46	147942.78
133+00.00	3.87	519.41	14.32	1900.41	4741.79	149843.19
134+00.00	4.08	539.17	14.73	1960.33	4756.51	151803.52
135+00.00	4.29	565.87	15.51	2046.37	4772.02	153849.88
135+50.00	3.93	581.36	7.62	1062.25	4779.64	154912.14

East Later - Excavation Take Off Haul Off
Quantities: Sta. 0+00 to 138+00

Channel Excavation: 154,912 CY

Berm Removal: 54,383 CY

Rev. No.	Description	Chk By:	Date

HIDALGO COUNTY URBAN COUNTY

DL, INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

Project:
East Later - Excavation Take Off

Sheet Title:
Section Sheets

Designed By:	Checked By:
J.M.G.	J.M.G.
Drawn By: J.M.G.	Sheet No.: 1 9

C:\Dropbox\DOProjects\EastLateral\Dirt Takeoff\ELD_.dwg

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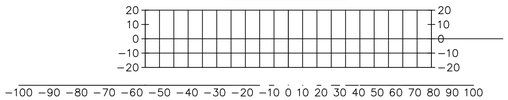

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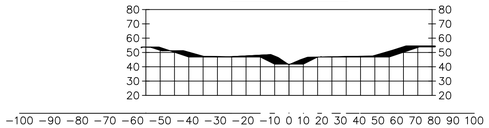

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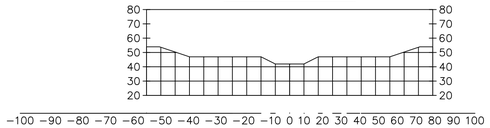

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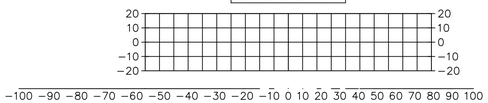

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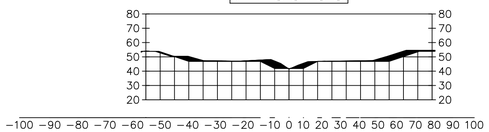

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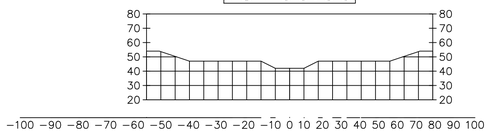

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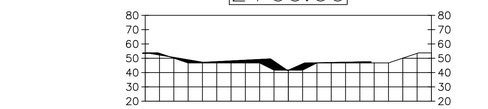

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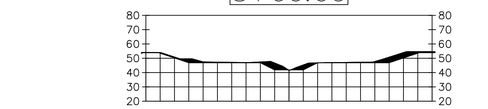

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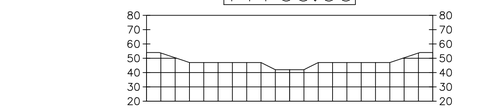

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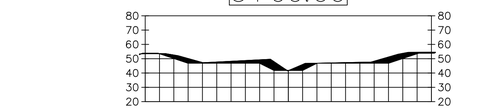

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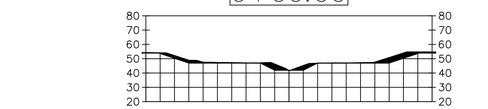

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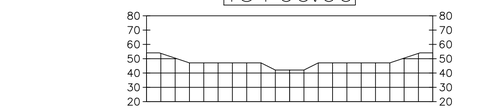

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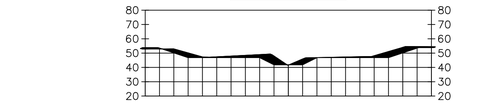

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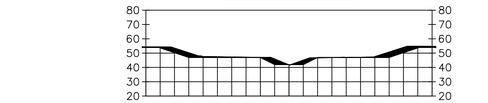

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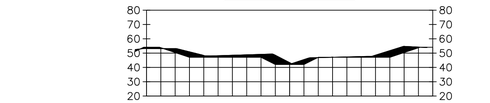

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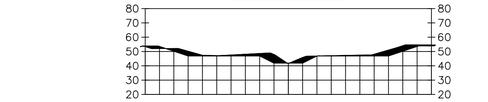

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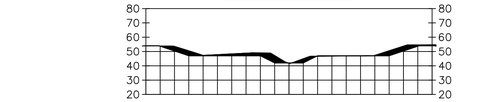

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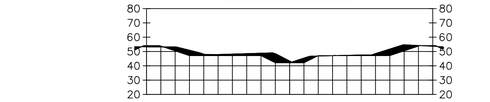

Rev. No.	Description	Chk By:	Date

HIDALGO COUNTY URBAN COUNTY

DL, INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

Project:
East Later - Excavation Take Off

Sheet Title:
Section Sheets

Designed By:	Checked By:
J.M.G.	J.M.G.
Drawn By: J.M.G.	Sheet No.: 2 9

C:\Dropbox\DDProjects\EastLateral\Dirt Takeoff\ELD_.dwg

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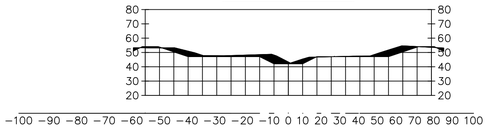

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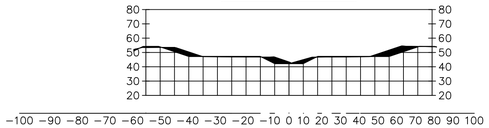

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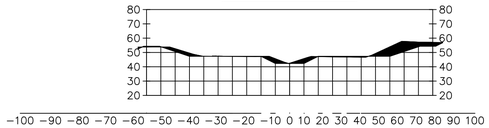

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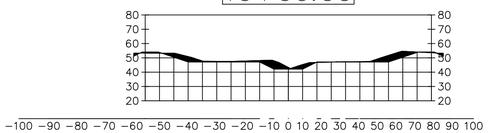

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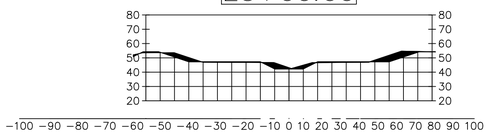

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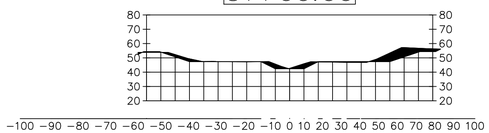

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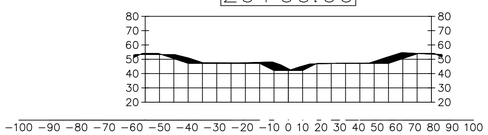

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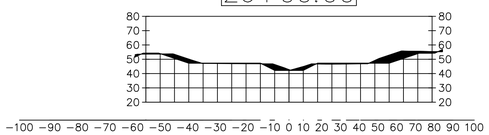

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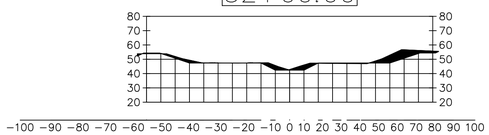

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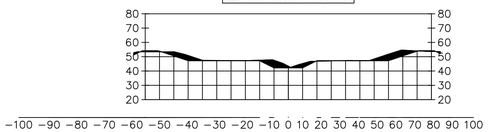

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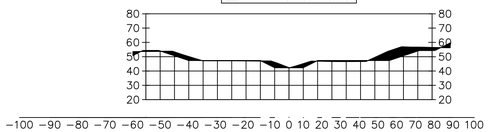

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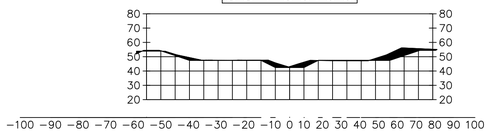

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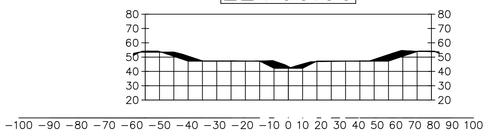

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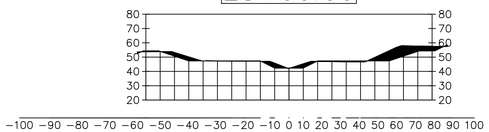

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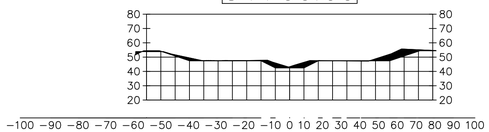

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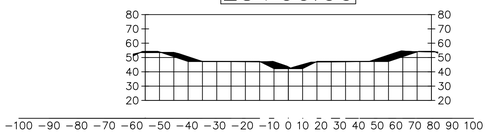

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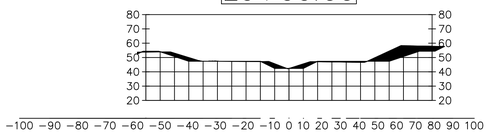

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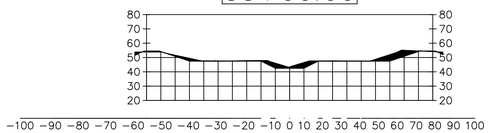

Rev. No.	Description	Chk By:	Date

Dos Land Surveying

1002 E. Expressway 83 Ph (956)969-4183
Weslaco, TX 78596 Fax (956)447-8194

HIDALGO COUNTY URBAN COUNTY

DL, INC.
DOS LOGISTICS, INC.

T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

Project:
East Later - Excavation Take Off

Sheet Title:
Section Sheets

Designed By:	Checked By:
J.M.G.	J.M.G.
Drawn By: J.M.G.	Sheet No.: 3 9

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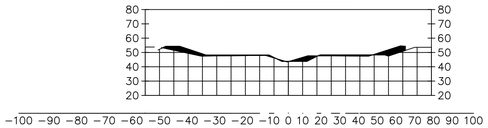

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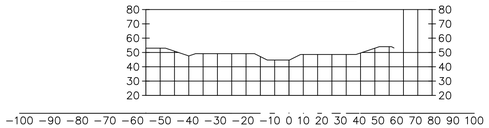

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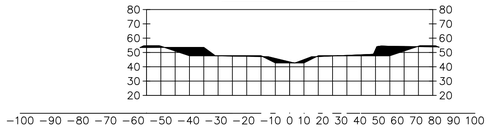

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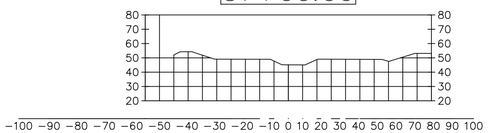

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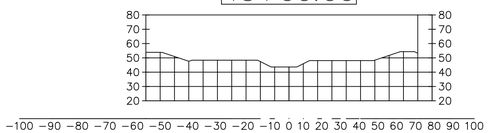

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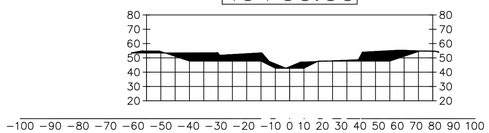

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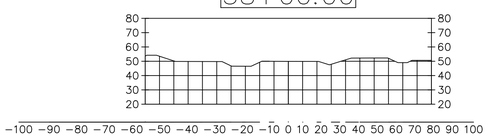

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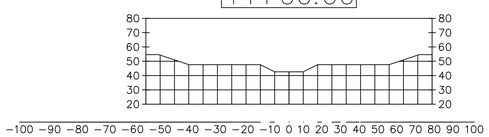

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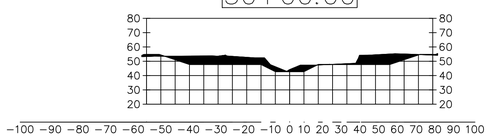

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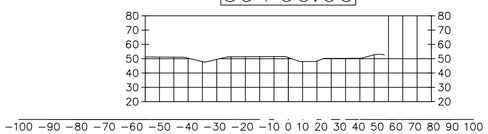

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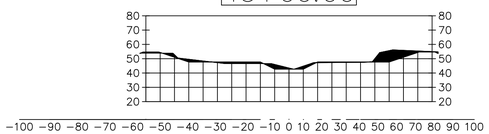

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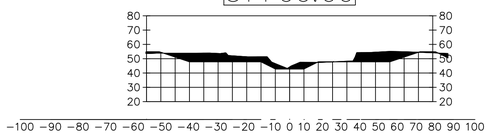

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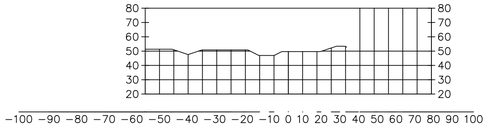

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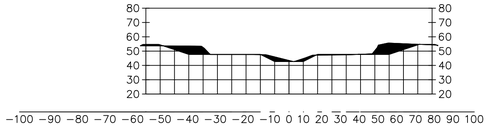

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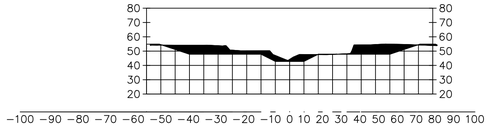

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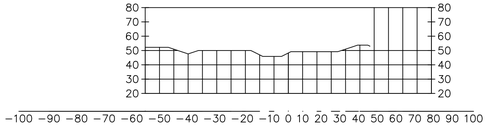

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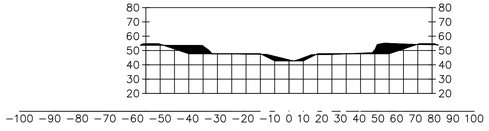

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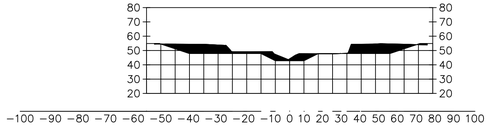

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Dos Land Surveying

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Project:
East Later - Excavation Take Off

Sheet Title:
Section Sheets

Designed By:	Checked By:
J.M.G.	J.M.G.
Drawn By: J.M.G.	Sheet No.: 4 9

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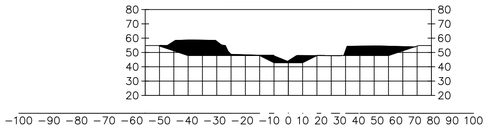

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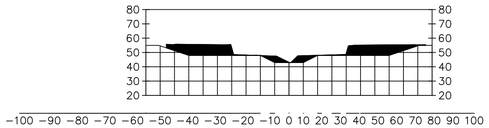

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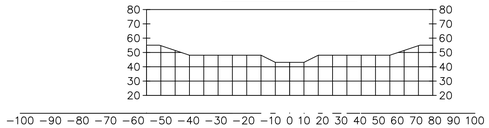

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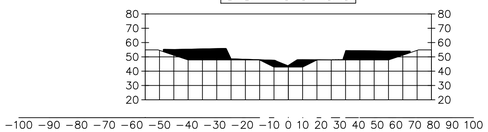

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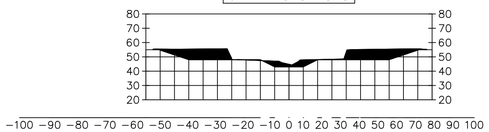

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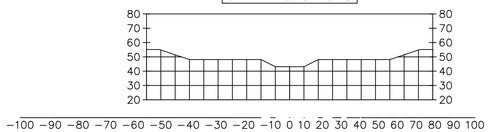

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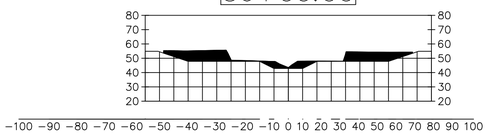

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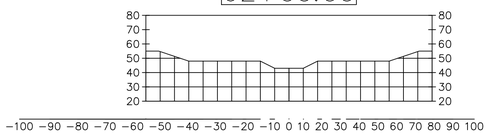

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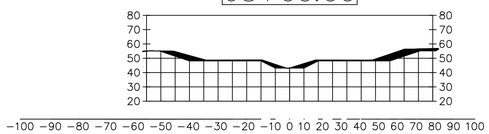

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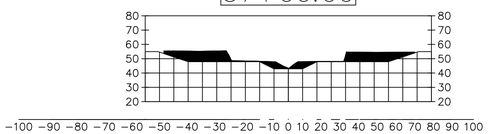

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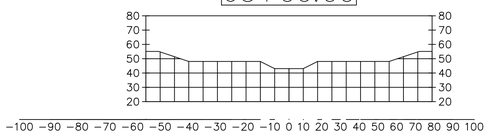

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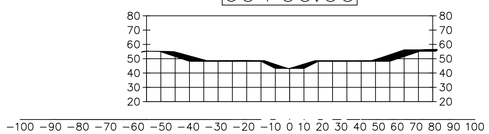

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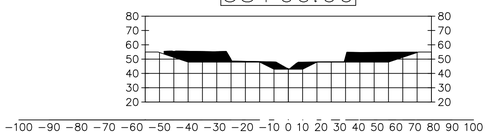

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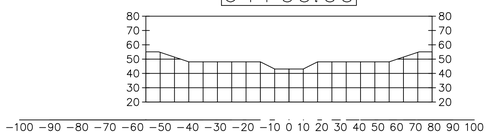

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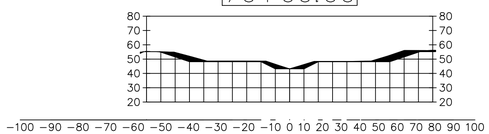

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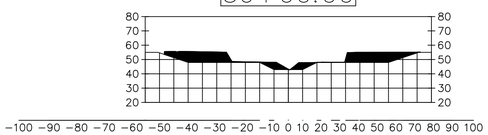

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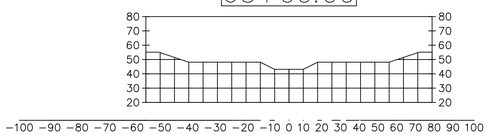

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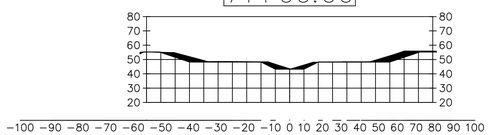

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Project:
East Later - Excavation Take Off

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Section Sheets

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J.M.G.	J.M.G.
Drawn By: J.M.G.	Sheet No.: 5 9

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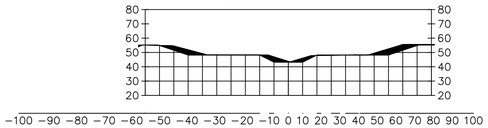

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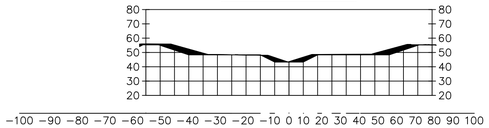

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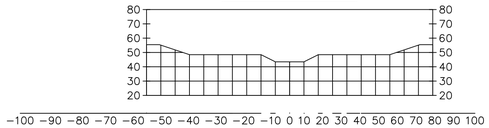

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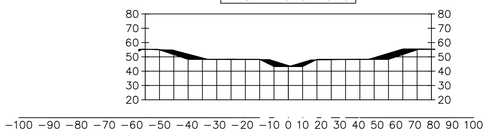

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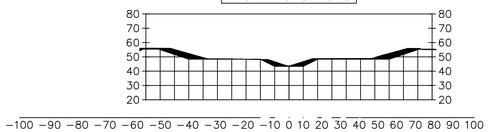

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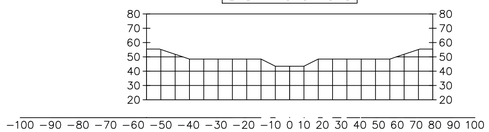

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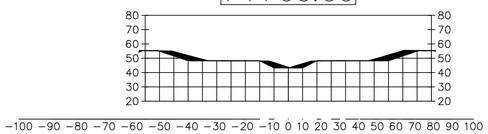

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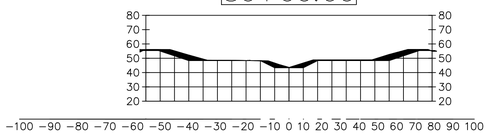

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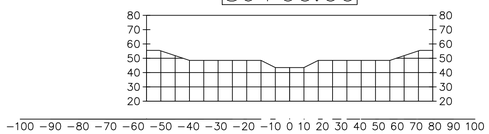

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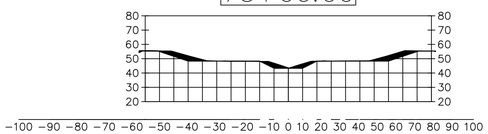

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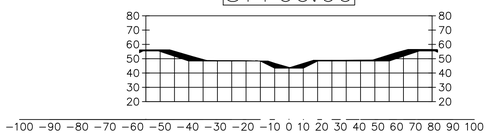

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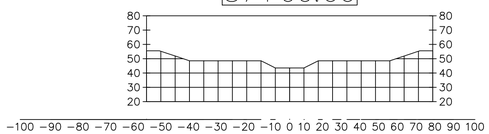

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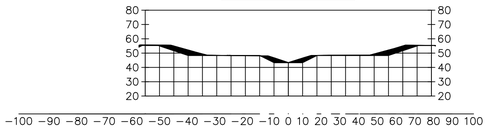

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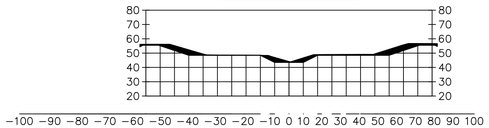

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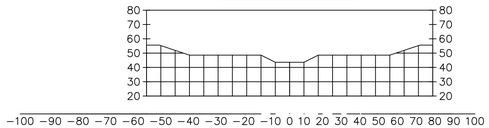

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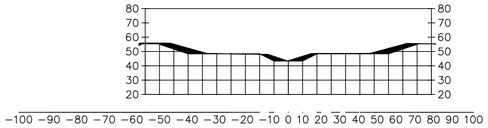

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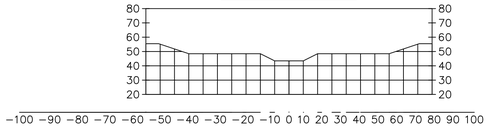

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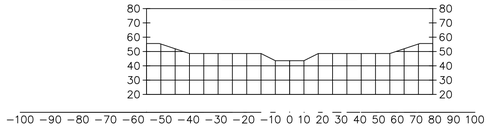

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Drawn By: J.M.G.	Sheet No.: 6 9

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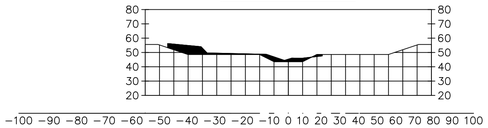

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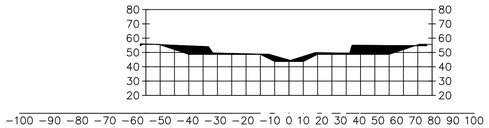

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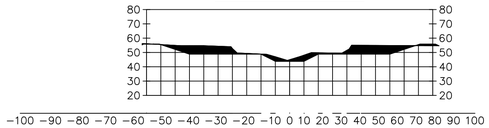

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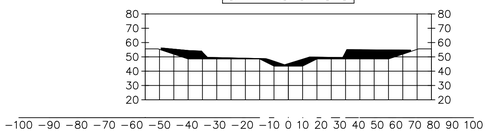

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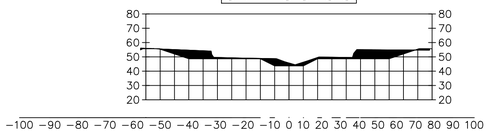

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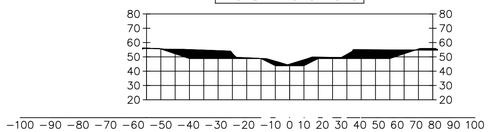

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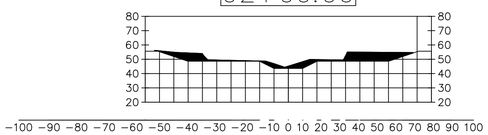

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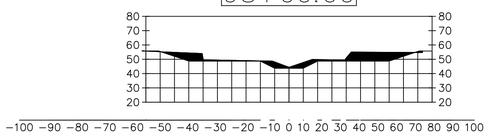

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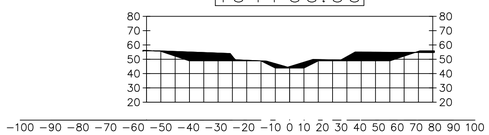

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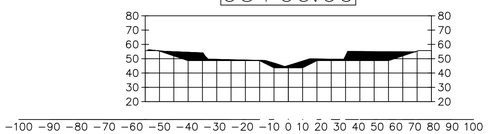

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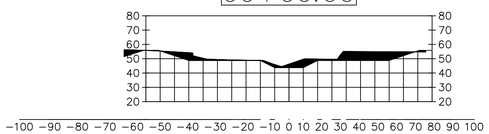

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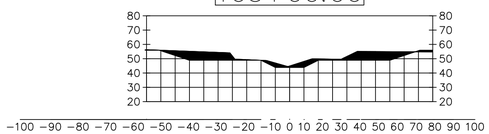

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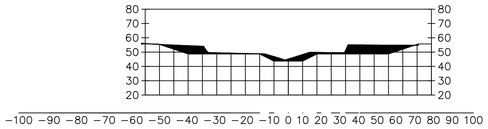

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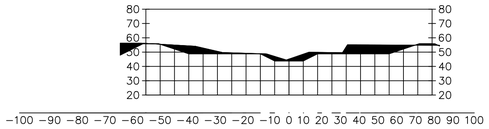

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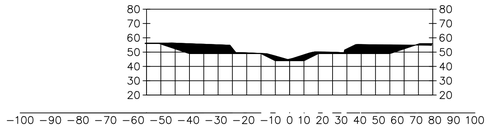

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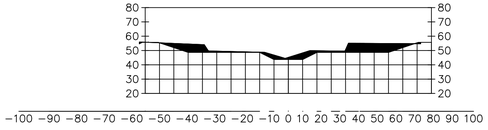

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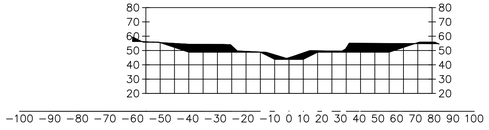

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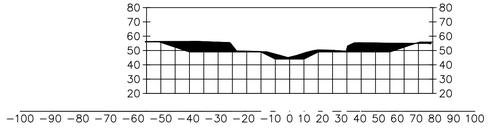

Rev. No.	Description	Chk By:	Date

Dos Land Surveying

1002 E. Expressway 83 Ph (956)969-4183
Weslaco, TX 78596 Fax (956)447-8194

HIDALGO COUNTY URBAN COUNTY

DL, INC.
DOS LOGISTICS, INC.

T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

Project:
East Later - Excavation Take Off

Sheet Title:
Section Sheets

Designed By:	Checked By:
J.M.G.	J.M.G.
Drawn By: J.M.G.	Sheet No.: 7 9

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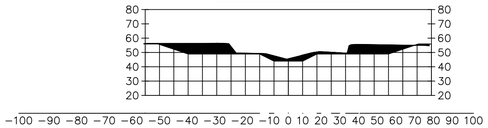

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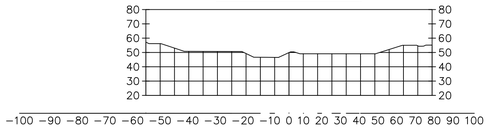

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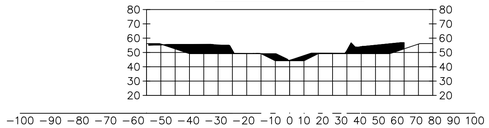

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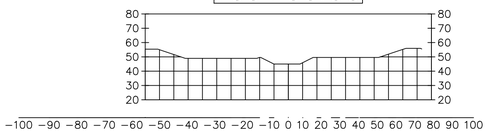

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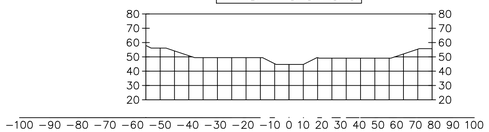

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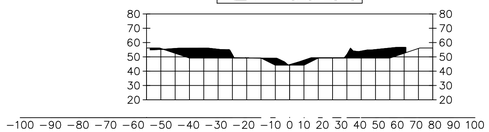

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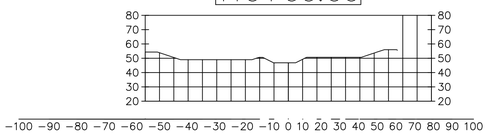

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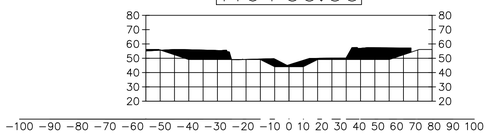

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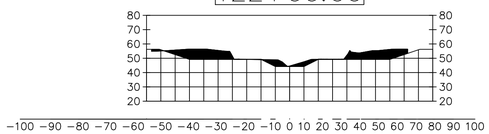

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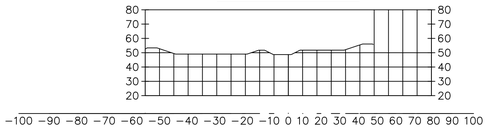

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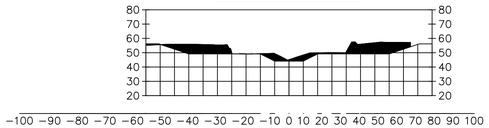

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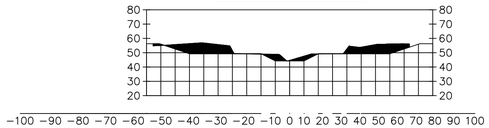

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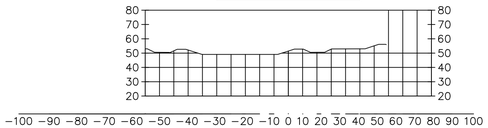

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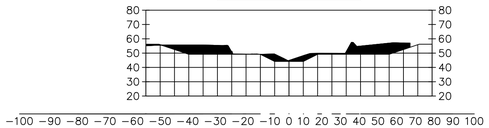

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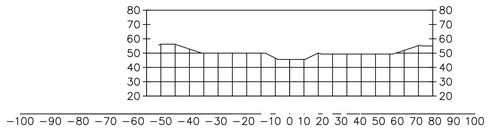

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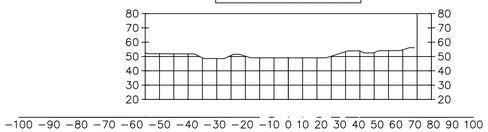

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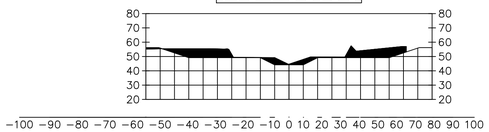

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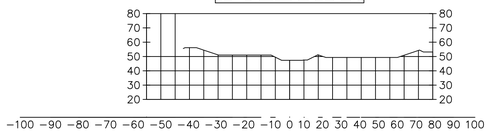

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HIDALGO COUNTY URBAN COUNTY

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T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

Project:
East Later - Excavation Take Off

Sheet Title:
Section Sheets

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J.M.G.	J.M.G.
Drawn By: J.M.G.	Sheet No.: 8 9

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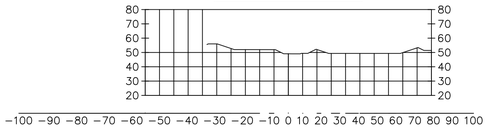

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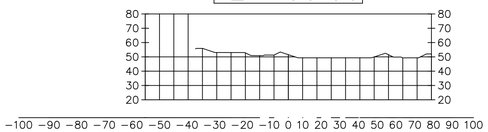

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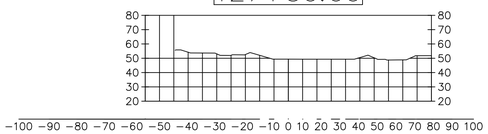

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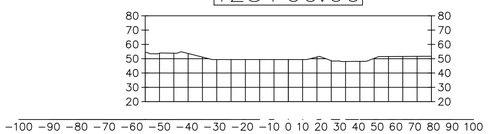

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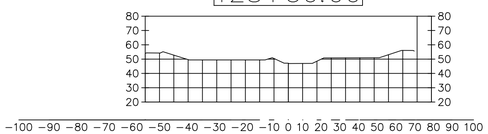

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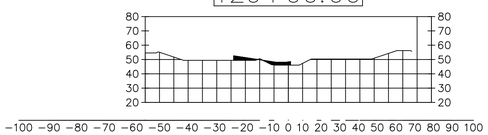

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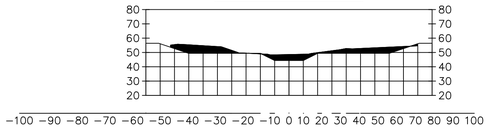

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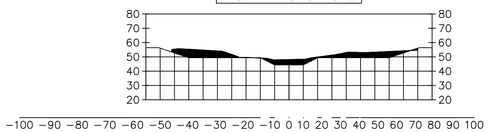

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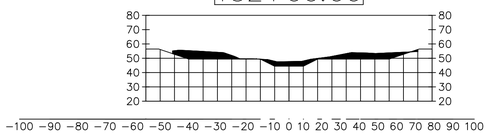

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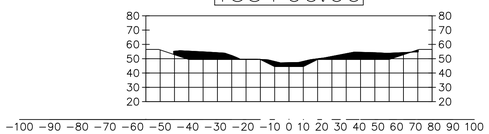

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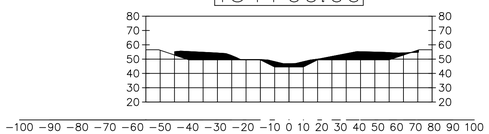

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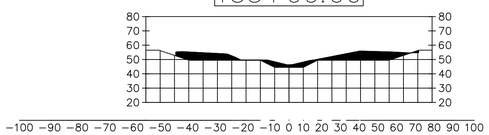

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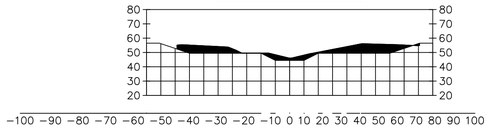

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J.M.G.	J.M.G.
Drawn By: J.M.G.	Sheet No.: 9 9

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AI-56536 **Urban County** **13. D.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295 , when and if applicable." The Urban County Program on behalf of City of Peñitas is requesting authority to purchase fire station equipment through Hidalgo County's membership and participation with Buyboard approved vendor Casco, Inc. (Buyboard Contract # 432-13) in the amount of $58,437.10 (quote attached hereto). Freight/delivery is free. City of Peñitas UCP Year 29 (2016) Fire Stations/Equipment funds will be utilized, and City Funds.

BACKGROUND

The equipment will be used at the Peñitas fire station for fire fighting purposes. Delivery is expected within 60 days of receipt of purchase order.

Vendor: Casco, Inc.

Purchase Amount: $58,437.10

Funds Available: $ 58,000.00 2016 Fire Stations/Equipment
$ 437.10 City Funds, Check No. 5741
$ 58,437.10

Fiscal Impact

Attachments

Casco Industries, Inc QUOTE
Form 1295 Casco Insutries, Inc.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/22/2016 11:44 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Olga Lerma Started On: 09/22/2016 09:54 AM
Final Approval Date: 09/23/2016

607 W. 62nd Street (318) 865-5107 P.O. Box 8007

Casco INDUSTRIES, INC.

HEADQUARTERS: SHREVEPORT, LA 71148-8007

QUOTE

SERVING HOUSTON

SOLD TO: **PENITAS VFD**

ATTN:
PHONE:
EMAIL:

SHIP TO: **PENITAS VFD**

BUY-BOARD #432-13

ATTN:
PHONE:
EMAIL:

CREDIT CARD:		LIST	CUST PO NUMBER		SALES REP	SALES REP REF #
NAME/EXP DATE						
NUMBER/CODE/ZIP			TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#			30	ALLOW	9/8/2016	QUOTE

ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
			$ -			$ -	$ -
1		**NAF-DB175X50BEN** HOSE, NYLON, 1.75" X 50' BLUE	$ 206.00	12		$ 144.20	$ 1,730.40
2		**NAF-DB25X50REN** HOSE, NYLON, 2.5" X 50 RED	$ 268.50	10		$ 187.95	$ 1,879.50
3		**NAF-HF5X100YRS** HOSE, 5" STORZ X 100' YELLOW	$ 988.00	10		$ 691.60	$ 6,916.00
4		**ELK-D327A (15627001)** REDUCER 2.5"FNH X 1.5"MNH	$ 210.00	1		$ 126.00	$ 126.00
5		**ELK-A327 (1097704)** REDUCER 1.5"FNH X 1"MNH	$ 101.00	1		$ 60.60	$ 60.60
6		**AKR-7980** BLACK MAX 6"F X 5" STORZ PISTON INTAKE	$ 2,623.00	1		$ 1,783.64	$ 1,783.64
7		**ELK-1A (00128002)** GATED WYE 2.5"F X (2)1.5"M	$ 283.00	1		$ 169.80	$ 169.80
8		**ELK-SFLB (00045202)** 1.5" FOG NOZZLE	$ 852.00	3		$ 511.20	$ 1,533.60
9		**ELK-DSF (00012004)** 2.5" FOG NOZZLE	$ 1,188.00	1		$ 712.80	$ 712.80
10		**TCA-910-1120 (DD-18-H-4.8)** 18" BLOWER	$ 2,599.99	1		$ 1,949.99	$ 1,949.99
11		**AKR-TRI-36** 36" HOOLIGAN TOOL	$ 304.00	1		$ 206.72	$ 206.72
12		**AKR-FHY-6** FLAT HEAD AXE	$ 83.00	1		$ 56.44	$ 56.44
13		**AKR-PHY-6** PICK HEAD AXE	$ 91.00	1		$ 61.88	$ 61.88
14		**AKR-WPL-4** FIRE RAKE	$ 84.00	1		$ 57.12	$ 57.12
15		**AKR-FR-60F** PULASKI AXE	$ 76.00	1		$ 51.68	$ 51.68
16		**GLO-KO776E** CLASSIX COAT	$ 1,358.45	5		$ 882.99	$ 4,414.95
17		**GLO-M0776E** CLASSIX PANT	$ 847.15	5		$ 550.65	$ 2,753.25
18		**GLO-32782D** GXT ADVANCE COAT	$ 1,707.60	1		$ 1,109.94	$ 1,109.94
19		**GLO-42782D** GXT ADVANCE PANT	$ 1,267.15	1		$ 823.65	$ 823.65
20		**CRN-TRD711231220** TRADITIONAL HELMET 1044	$ 385.00	6		$ 231.00	$ 1,386.00
21		**CRN-F6** STANDARD LEATHER FRONTS	$ 54.00	6		$ 32.40	$ 194.40
22		**PGI-3038185** NOMEX ULTIMATE HOOD	$ 28.32	3		$ 22.09	$ 66.27
23		**SHE-5228G** FIREFIGHTING GLOVE	$ 71.99	3		$ 53.99	$ 161.97
24		**GLO-1301400** SHADOW LEATHER BOOT	$ 530.00	1		$ 371.00	$ 371.00
25		**MSA-B-M7-HB12B0C12A1A0** M-7 HIGH PRES. SCBA	$ 6,986.00	5		$ 4,890.20	$ 24,451.00
26		**MSA-10127945-SP** 4500 **PSI** SPARE CYLINDER	$ 1,419.00	5		$ 993.30	$ 4,966.50
27		**ELK-470-KIT** HYDRANT & SPANNER W/BRKT	$ 238.00	1		$ 142.80	$ 142.80
28		**AKR-SS523-MP** STORZ WRENCHES W/MTG BRKT	$ 160.00	1		$ 108.80	$ 108.80
29		**AKR-TRI-30** 30" HOOLIGAN TOOL	$ 280.00	1		$ 190.40	$ 190.40

ADDITIONAL COMMENTS BELOW	**LIST TOTAL: $**	(26,969.57)		Subtotal	$ 58,437.10
			ALLOW	Tax	$ -
				Freight	$ -
				TOTAL	$ 58,437.10

"PROVIDING PROTECTION FOR THOSE WHO PROTECT US"

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard **Person Contacted:** _____

VENDOR #1 **Name:** Casco Industries **Contract No. :** 432-13 **Phone:** 318-865-5107

Quantity	Description of Items	Price per Unit	Total Amount
12	**NAF-DB175X50BEN** HOSE, NYLON, 1.75" X 50' BLUE	$ 144.20	$ 1,730.40
10	**NAF-DB25X50REN** HOSE, NYLON, 2.5" X 50 RED	$ 187.95	$ 1,879.50
10	**NAF-HF5X100YRS** HOSE, 5" STORZ X 100' YELLOW	$ 691.60	$ 6,916.00
1	**ELK-D327A (15627001)** REDUCER 2.5"FNH X 1.5"MNH	$ 126.00	$ 126.00
1	**ELK-A327 (1097704)** REDUCER 1.5"FNH X 1"MNH	$ 60.60	$ 60.60
1	**AKR-7980** BLACK MAX 6"F X 5" STORZ PISTON INTAKE	$ 1,783.64	$1,783.64
1	**ELK-1A (00128002)** GATED WYE 2.5"F X (2)1.5"M	$ 169.80	$ 169.80
3	**ELK-SFLB (00045202)** 1.5" FOG NOZZLE	$ 511.20	$ 1,533.60
1	**ELK-DSF (00012004)** 2.5" FOG NOZZLE	$ 712.80	$ 712.80
1	**TCA-910-1120 (DD-18-H-4.8)** 18" BLOWER	$ 1,949.99	$ 1,949.99
1	**AKR-TRI-36** 36" HOOLIGAN TOOL	$ 206.72	$ 206.72
1	**AKR-FHY-6** FLAT HEAD AXE	$ 56.44	$ 56.44
1	**AKR-PHY-6** PICK HEAD AXE	$ 61.88	$ 61.88
1	**AKR-WPL-4** FIRE RAKE	$ 57.12	$ 57.12
1	**AKR-FR-60F** PULASKI AXE	$ 51.68	$ 51.68
5	**GLO-KO776E** CLASSIX COAT	$ 882.99	$ 4,414.95
5	**GLO-M0776E** CLASSIX PANT	$ 550.65	$ 2,753.25
1	**GLO-32782D** GXT ADVANCE COAT	$ 1,109.94	$ 1,109.94
1	**GLO-42782D** GXT ADVANCE PANT	$ 823.65	$ 823.65
6	**CRN-TRD711231220** TRADITIONAL HELMET 1044	$ 231.00	$ 1,386.00
6	**CRN-F6** STANDARD LEATHER FRONTS	$ 32.40	$ 194.40
3	**PGI-3038185** NOMEX ULTIMATE HOOD	$ 22.09	$ 66.27
3	**SHE-5228G** FIREFIGHTING GLOVE	$ 53.99	$ 161.97
1	**GLO-1301400** SHADOW LEATHER BOOT	$ 371.00	$ 371.00
5	**MSA-B-M7-HB12B0C12A1A0** M-7 HIGH PRES. SCBA	$ 4,890.20	$ 24,451.00
5	**MSA-10127945-SP** 4500 **PSI** SPARE CYLINDER	$ 993.30	$ 4,966.50
1	**ELK-470-KIT** HYDRANT & SPANNER W/BRKT	$ 142.80	$ 142.80
1	**AKR-SS523-MP** STORZ WRENCHES W/MTG BRKT	$ 108.80	$ 108.80
1	**AKR-TRI-30** 30" HOOLIGAN TOOL	$ 190.40	$ 190.40

TOTAL:	$58437.10

Recommendation: _____

Requested by: _____ Date 9/13/2016 UCP Approval: _____ Date 9-14-16

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Casco Industries, Inc.
Address:	607 West 62 Street
	Shreveport, LA 71106
Phone Number:	(800) 551-8787
Alternate Phone Number	(318) 865-5107
Email:	david@cascoindustries.com
Website:	http://www.cascoindustries.com
Federal ID:	72-0698936
Contact:	David Stewart
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, Colorado, Louisiana, New Mexico, Oklahoma, Texas
Quote Reference Number:	432-13
Return Policy:	Must call for RGA within 10 days of order receipt

Contract Documents

EDGAR Notice:	**Click to view EDGAR Notice**
Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 ▼ results

Narrow Results: HOSE

Vendor	Description
Casco Industries, Inc.	40% Discount Off Elkhart Brass pricelist for all Fire Hose and Nozzles
Casco Industries, Inc.	30% Discount Off North America pricelist for Fire Hoses and Nozzles

Extended Product Information

Vendor Website: http://www.cascoindustries.com

Full Description: 30% Discount Off North America pricelist for Fire Hoses and Nozzles

Showing 1 to 2 of 2 entries (filtered from 28 total entries)

Item #s Covered:
1, 2, 3

First | Previous | 1 | Next | Last

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results: HOSE

Vendor	Description
Casco Industries, Inc.	40% Discount Off Elkhart Brass pricelist for all Fire Hose and Nozzles

Extended Product Information

Reference Number: 432-13
Part Number: Catalog
Vendor Website: http://www.cascoindustries.com
Full Description: 40% Discount Off of Elkhart Brass pricelist for all Fire Hose and Nozzles

Casco Industries, Inc.	30% Discount Off North America pricelist for Fire Hoses and Nozzles

Showing 1 to 2 of 2 entries (filtered from 28 total entries)

First Previous 1 Next Last

Item No's. Covered:
4, 5, 7, 8, 9, 28,

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 ▼ results

Narrow Results: AK

Vendor	Description
Casco Industries, Inc.	33% Discount Off Able 2 Show Me pricelist for all Vehicle Light Bars, Sirens and Speakers
Casco Industries, Inc.	32% Discount Off Akron pricelist for all Other Fire House Equipment and Supplies

Extended Product Information

Reference Number: 432-13
Part Number: Catalog
Vendor Website: http://www.cascoindustries.com
Full Description: 32% Discount Off of Akron pricelist for all Other Fire House Equipment and Supplies

Showing 1 to 2 of 2 entries (filtered from 28 total entries)

First | Previous | 1 | Next | Last

Item Nos. Covered:
6, 11, 12, 13, 14, 15, 29, 30.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results: GL

Vendor	Description
Casco Industries, Inc.	35% Discount Off Globe pricelist for all Turnout Gear

Extended Product Information

Reference Number: 432-13
Part Number: Catalog
Vendor Website: http://www.cascoindustries.com
Full Description: 35% Discount Off of Globe pricelist for all Turnout Gear

Casco Industries, Inc.	30% Discount Off Globe pricelist for all Fire Fighters Protective Boots
Casco Industries, Inc.	20% Discount Off Globe pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Showing 1 to 3 of 3 entries (filtered from 28 total entries)

First Previous 1 Next Last

Item No's Covered:
16, 17, 18, 19

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results: HELMET

Vendor	Description
Casco Industries, Inc.	40% Discount Off MSA pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Vendor Website: http://www.cascoindustries.com

Full Description: 40% Discount Off of MSA pricelist for all Protective Clothing and Rescue Gear including Helmets and (

Casco Industries, Inc.	28% Discount Off ESS pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	25% Discount Off Shelby pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	22% Discount Off PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	20% Discount Off Life Liners pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	20% Discount Off Globe pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Showing 1 to 6 of 6 entries (filtered from 28 total entries)

First | Previous | 1 | Next | Last

Item No. Covered:
20, 21

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 ▼ results

Narrow Results: BL

Vendor	Description
Casco Industries, Inc.	56% Discount Off Streamlight pricelist for Flashlights, Batteries, Etc.
Casco Industries, Inc.	50% Discount Off Chem Guard pricelist for all Fire Fighting Foam
Casco Industries, Inc.	40% Discount Off MSA pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	40% Discount Off Elkhart Brass pricelist for all Fire Hose and Nozzles
Casco Industries, Inc.	35% Discount Off Nupla pricelist for all Other Fire House Equipment and Supplies
Casco Industries, Inc.	35% Discount Off Globe pricelist for all Turnout Gear
Casco Industries, Inc.	33% Discount Off Able 2 Show Me pricelist for Vehicle Equipment
Casco Industries, Inc.	33% Discount Off Able 2 Show Me pricelist for all Vehicle Light Bars, Sirens and Speakers
Casco Industries, Inc.	32% Discount Off Thorogood/Weinbrenner pricelist for Footwear
Casco Industries, Inc.	32% Discount Off Akron pricelist for all Other Fire House Equipment and Supplies
Casco Industries, Inc.	30% Discount Off Weldon pricelist for all Portable Lighting Equipment
Casco Industries, Inc.	30% Discount Off Globe pricelist for all Fire Fighters Protective Boots
Casco Industries, Inc.	28% Discount Off ESS pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	28% Discount Off ESS pricelist for all Misc. Public Safety Products
Casco Industries, Inc.	26% Discount Off MSA pricelist for Night Vision/Thermal Imaging Equipment
Casco Industries, Inc.	25% Discount Off Tempest pricelist for all Other Fire House Equipment and Supplies

Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Vendor Website: http://www.cascoindustries.com

Full Description: 25% Discount Off of Tempest pricelist for all Other Fire House Equipment and Supplies

Item No. Covered #10

Casco Industries, Inc.	25% Discount Off Shelby pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	22% Discount Off PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	22% Discount Off MSA pricelist for all Gas Detection Devices
Casco Industries, Inc.	20% Discount Off Life Liners pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 ▼ results

Narrow Results: HELMET

Vendor	Description
Casco Industries, Inc.	40% Discount Off MSA pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	28% Discount Off ESS pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	25% Discount Off Shelby pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	22% Discount Off PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Extended Product Information

Reference Number: 432-13
Part Number: Catalog
Vendor Website: http://www.cascoindustries.com
Full Description: 22% Discount Off of PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and G

Casco Industries, Inc.	20% Discount Off Life Liners pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	20% Discount Off Globe pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Showing 1 to 6 of 6 entries (filtered from 28 total entries)

First | Previous | 1 | Next | Last

Item Covered # 22

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results: HELMET

Vendor	Description
Casco Industries, Inc.	40% Discount Off MSA pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	28% Discount Off ESS pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	25% Discount Off Shelby pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Vendor Website: http://www.cascoindustries.com

Full Description: 25% Discount Off of Shelby pricelist for all Protective Clothing and Rescue Gear including Helmets an

Casco Industries, Inc.	22% Discount Off PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	20% Discount Off Life Liners pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
Casco Industries, Inc.	20% Discount Off Globe pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Showing 1 to 6 of 6 entries (filtered from 28 total entries)

First Previous 1 Next Last

Item Nos Covered:
23,

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results: BREATHING APPARATUS

Vendor	Description
Casco Industries, Inc.	10% Discount Off MSA pricelist (10% discount off MSA Pricelist for Parts, 30% discount off MSA Pricelist for Equipment) for Breathing Apparatus

Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Vendor Website: http://www.cascoindustries.com

Full Description: 10% Discount Off MSA pricelist (10% discount off MSA Pricelist for Parts, 30% discount off MSA Pricel Apparatus

Showing 1 to 1 of 1 entries (filtered from 28 total entries)

First Previous 1 Next Last

Items No's Covered:
26, 27,

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

MEMORANDUM

TO: Frank Martinez, Finance Director

FROM: Antonio Barco, Deputy Director

DATE: September 14, 2016.

SUBJECT: Check for Peñitas 2016- Fire Stations/Equipment

Mr. Martinez:

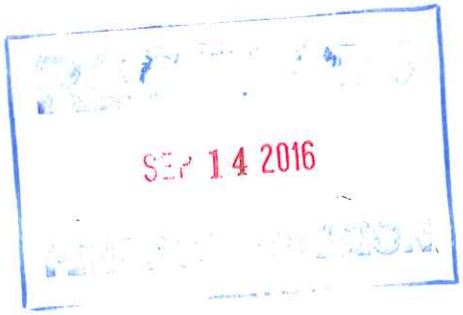
Attached please find the check no. 5741 from City of Peñitas for the 2016 Fire Stations/Equipment project that will be for the purchase of equipment from CASCA, Inc. The agenda item will be going before Hidalgo County Commissioner's Court for approvla on 9-27-2016.

Any questions please let me know. Thanks!

CITY OF PENITAS 5741

Urban County Program

Date	Type	Reference	Original Amt.	Balance Due	9/14/2016 Discount	Payment
9/14/2016	Bill	UCP2016	437.10	437.10		437.10
					Check Amount	437.10



Rio Bank - General Fu Difference in UCP Program Funding 437.10

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:
2016-112063

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.

Casco Industries, Inc.
Houston, 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.

Penitas Fire Station

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.

5016-60-0315-5000-6000
Fire Stations/Equipment

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 AGENT, Dino Perez, this the 14th day of Sept, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath: Doug Schaumburg | Title of officer administering oath: Pres/Owner

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:
2016-112063

Date Filed:
09/14/2016

Date Acknowledged:
09/19/2016

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

Casco Industries, Inc.
Houston, 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.

Penitas Fire Station

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.

5016-60-0315-5000-6000
Fire Stations/Equipment

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-56535 **Urban County** **13. E.**

CC - REGULAR

Meeting Date: 09/27/2016

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 Sullivan City, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) Sullivan City - Flood Drainage Improvement funds.

Professional Service Firm	Grade	Ranked
S & B Infrastructure	95.33%	
Strada Group	89.67%	
Urban Infrastructure Group	83.67%	

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) Sullivan City - Flood Drainage Improvements project.

BACKGROUND

Project consists of the construction of a swale/bar ditch and valley gutters, to include but not limited to the installation of driveway culvert pipes, safety ends, related street resurfacing improvements and replacement of existing driveways up to property line. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: El Pinto Road (from Expressway 83 to Bluebird Street), Sullivan City, TX 78595.

Fiscal Impact

Attachments

City of Sullivan City Grading-Ranking Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/22/2016 11:44 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Olga Lerma		Started On: 09/22/2016 09:42 AM
Final Approval Date: 09/23/2016		

City of Sullivan City
Engineering Services
Flood Drainage Improvements Project
Year 29 (2016)
Grading-Ranking Grid

Criteria	S&B Infrastructure Group			Strada Group			Urban Infrastructure Group		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	15	20	20	12	20	20
Experience of Project Team	24	25	25	17	25	25	15	25	23
Experience/ Availability of Project Manager	18	20	20	16	20	18	12	20	19
Understanding of Project	24	22	25	17	23	25	14	24	25
Familiarity with Applicable Rules & Regulations	9	4	10	8	10	10	6	8	8
TOTALS	95	91	100	73	98	98	59	97	95
AVERAGES	286 % 3 = 95.33%			269 % 3 = 89.67%			251%3 = 83.67%		
RATING									

RECEIVED
SEP - 9 2016
Urban County Program

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: All information is included.		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: Has an abundance of engineers available for projects.		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	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	9
Comments/Rationale For Points: Project manager has experience and availability.		TOTAL 18
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: Has many similar 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	4
Comments/Rationale For Points: Indicates past experience and knowledge of codes and regulations.		TOTAL 9
	Total Score	95

Firm/Participant's Name: S & B Infrastructure

Evaluator: Judy Davila Department: H.C. - UCP

Project Name: Sullivan 2016- Flood Drainage Imp. Date: 9/9/16

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: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must address Applicable rules and more RFQ responsive		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must include narrative on Applicable rules and regulations		TOTAL 4
	Total Score	91

Firm/Participant's Name: S & B Infrastructure

Evaluator: Antonio Baco Department: H.C. - UCP

Project Name: Sullivan 2016- Flood Drainage Imp. Date: 9-13-16

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: Meets all requirements - Multiple engineers listed		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. Numerous projects identified similar to one being evaluated		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: Meets all criteria		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: Meets criteria		TOTAL 10
	Total Score	100

Firm/Participant's Name: S&B Infrastructure, LTD

Evaluator: _____ Department: _____

Project Name: Sullivan City 2016 - Flood Drainage Imp Date: 09/19/2016

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	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points: Only has three professional engineers available.		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	7
➢ Experience of engineering staff to completely and efficiently perform the work.	10	7
➢		
Comments/Rationale For Points: Did not see members in appendix form.		TOTAL 17
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Since one person holds president, principle engineer and project manager roles, do not know the amount of involvement w/project development		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ 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	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: RFQ is not easy to evaluate.		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	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Has narrative and past experience.		TOTAL 8
Total Score		73

Firm/Participant's Name: Strada Group

Evaluator: Judy Davila Department: H.C. - UCP

Project Name: Sullivan 2016- Flood Drainage Imp. Date: 9/9/16

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: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	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	3
Comments/Rationale For Points: Meets most criteria, but must include more information of References		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	98

Firm/Participant's Name: Strada Group

Evaluator: Antonio Saco Department: H.C. - UCP

Project Name: Sullivan 2016- Flood Drainage Imp. Date: 9-15-16

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: Team members identified in org. Chart Meets all requirements		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 requirements		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	8
Comments/Rationale For Points: Meets most of the requirements		TOTAL 18
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: Meets all requirements		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: Meets all requirements		TOTAL 10
	Total Score	98

Firm/Participant's Name: Stiles Engineering & Consulting

Evaluator: YZ Vasquez Department: Purchasing

Project Name: Allison City-Wide Flood Drainage Imp Date: 09/16/2016

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	6
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points: Not all team members have information on ability to perform varios types of contracts.		TOTAL 12
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	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	6
➢		
Comments/Rationale For Points: Not all members designated in appendix. Positions not matching personnel chart.		TOTAL 15
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	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: Does not discuss percentage of project managers involvement with technical development of project.		TOTAL 12
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	2
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	2
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Has no information regarding knowledge of regulations.		TOTAL 14
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	2
Comments/Rationale For Points: Only one sentence mentions compliance of applicable regulations.		TOTAL 6
	Total Score	59

Firm/Participant's Name: Urban Infrastructure Group

Evaluator: Judy Davila Department: H.C. - UCP

Project Name: Sullivan 2016- Flood Drainage Imp. Date: 9/9/16

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: 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
Some Licenses expired – needs current info.		
➢ 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 most criteria, needs to elaborate on Appropriate Federal State + Local regs.		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 most criteria, needs to include Narrative on Applicable rules and regulations		TOTAL 8
	Total Score	97

Firm/Participant's Name: Urban Infrastructure Group

Evaluator: ANTONIO BARCO Department: H.C. - UCP

Project Name: Sullivan 2016- Flood Drainage Imp. Date: 9-15-16

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: Has qualified/certified Engineers		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 most of 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	9
Comments/Rationale For Points: Meets Criteria		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: Meets all criteria		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	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Meets criteria		TOTAL 8
	Total Score	95

Firm/Participant's Name: Urban Infrastructure Group

Evaluator: [illegible] Department: Purchasing

Project Name: Pharr City Wide Flood Drainage IMP. Date: 09/19/2016

AI-56517 **Urban County** **13. F.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." The Urban County Program is requesting the award of bids and the approval of contracts with Quality Investment and R G Enterprises, LLC, dba G & G Contractors for the demolition and reconstruction of the following:

1. (1) Unit in the City of Edcouch in the total contract amount of $59,799.99 to Quality Investments; and
2. (1) Unit in the Countywide area in the total contract amount of $63,920.00 to R G Enterprises, LLC, dba G & G Contractors.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on August 16, 2016. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, September 14, 2016.

FY'15 Rehab Prog.
Funds Available: $478,232.34

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

Fiscal Impact

Attachments

Bid Tabulation & Form 1295

Loan Agreement Maria E. Montelongo

Loan Agreement Ana M. Rangel

INS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2016 02:22 PM
Merlen P. Munoz	Merlen P. Munoz	09/23/2016 08:45 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Olga Lerma		Started On: 09/21/2016 01:40 PM
Final Approval Date: 09/23/2016		

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: September 14, 2016 Bid Opening Time: 9:30 am

Description of Bid: Rehabilitation of One (1) Unit in the City of Weslaco, and the Demolition and Reconstruction of One (1) Unit in the Countywide area and One (1) in the City of Edcouch

Grant #: M-12-UC-48-0501-RC-02

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	A. DE LEON	NO BID	N/A
2	M. E. MONTELONGO	$59,799.99	BB INCLUDED
3	A. RANGEL	$69,799.99	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	A. DE LEON	$17,519.79	N/A
2	M. E. MONTELONGO	$62,000.00	BB INCLUDED
3	A. RANGEL	$63,920.00	BB INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

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:
2016-113438

Date Filed:
09/19/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RG Enterprises, LLC dba G&G Contractors
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 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.
M-12-UC-48-0501-RC-02
Rehabilitation of (1) in Weslaco, (1) Demo & Recon in countywide, (1) in Edcouch

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, 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.

IRMA H. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 25, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rene Garza, this the 19 day of September, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Irma H Rodriguez — Printed name of officer administering oath | Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-113963

Date Filed:
09/20/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
QUALITY INVESTMENTS
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.
M-12-UC-48-0501-RC-02
DEMOLITION AND RECONSTRUCTION OF HOUSES.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
VILLANUEVA, EMIGDIO	MISSION, 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.

NOTARY PUBLIC STATE OF TEXAS
Irene Montoya
My Commission Expires
07/26/2017
#12407905

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Emigdio Villanueva, this the 20th day of September, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Irene Montoya — Printed name of officer administering oath | Notary — Title of officer administering oath

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **September 27, 2016**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Maria E. Montelongo**

BORROWER'S ADDRESS:

P.O. Box 585
Edcouch, Texas 78538

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Emigdio Villanueva, Quality Investment**

CONTRACTOR'S ADDRESS:

519 E. 19th St., Ste B
Mission, Texas 78572

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$59,799.99**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$59,799.99**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$59,799.99**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection

with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____

Maria E. Montelongo

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Emigdio Villanueva**
Its: **Quality Investments**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **27 day** of **September 2016**, by **Maria E. Montelongo.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **27 day** of **September 2016**, by **Emigdio Villanueva Quality Investment.**

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO EMIGDIO VILLANUEVAS, QUALITY INVESTMENTS, AT 519 E. 19TH ST., STE B, MISSION, TEXAS 78572 NOT LATER THAN MIDNIGHT OF SEPTEMBER 29, 2016.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

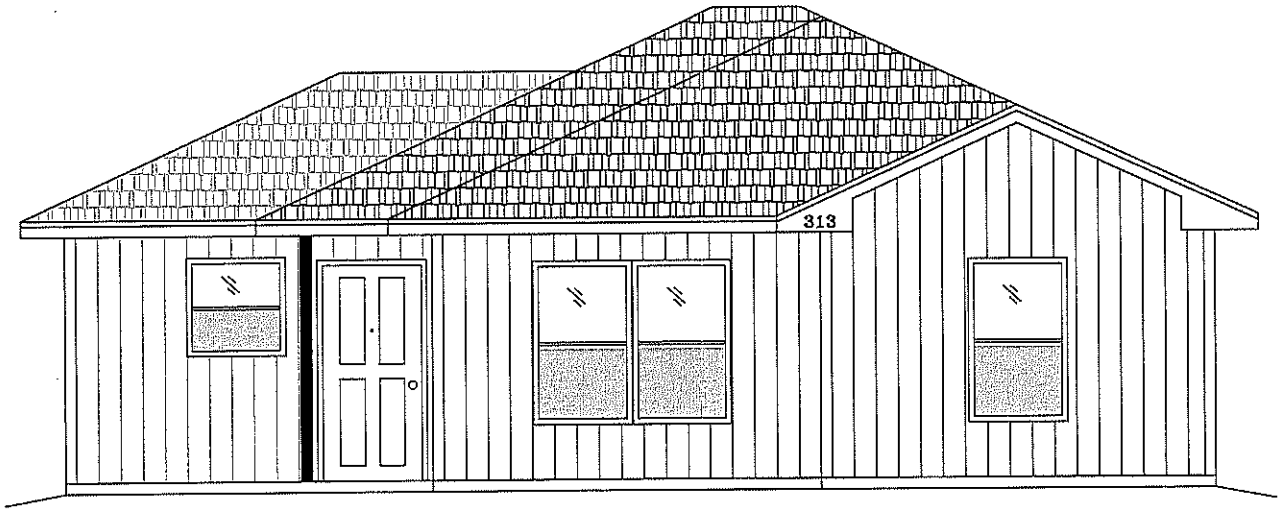
Maria E. Montelongo

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 6 & Lot 7 Block 16 in Colonia Juarez Unit No. 2 an addition to the City of Edcouch Texas, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

MONTELONGO RESIDENCE



MARIA E. MONTELONGO
313 N. JUANITA STREET
EDCOUCH, TEXAS 78538
CELL: 956-226-2426

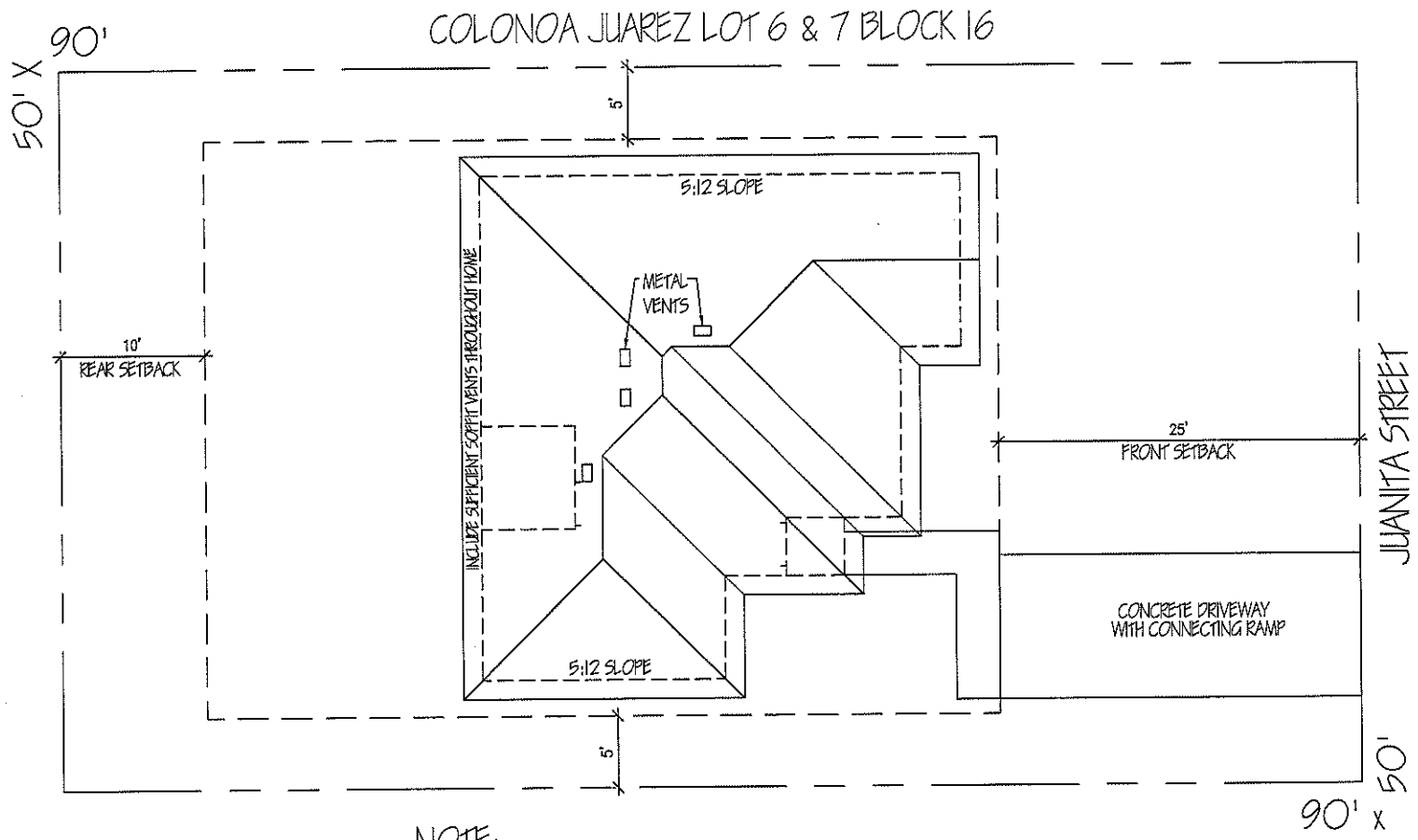
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107- ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA E. MONTELONGO
313 N. JUANITA STREET, EDCOUCH TX.

TOTAL AREA
966 SQ. FT.

C1.0



1 ROOF/PLOT PLAN

NOTE:

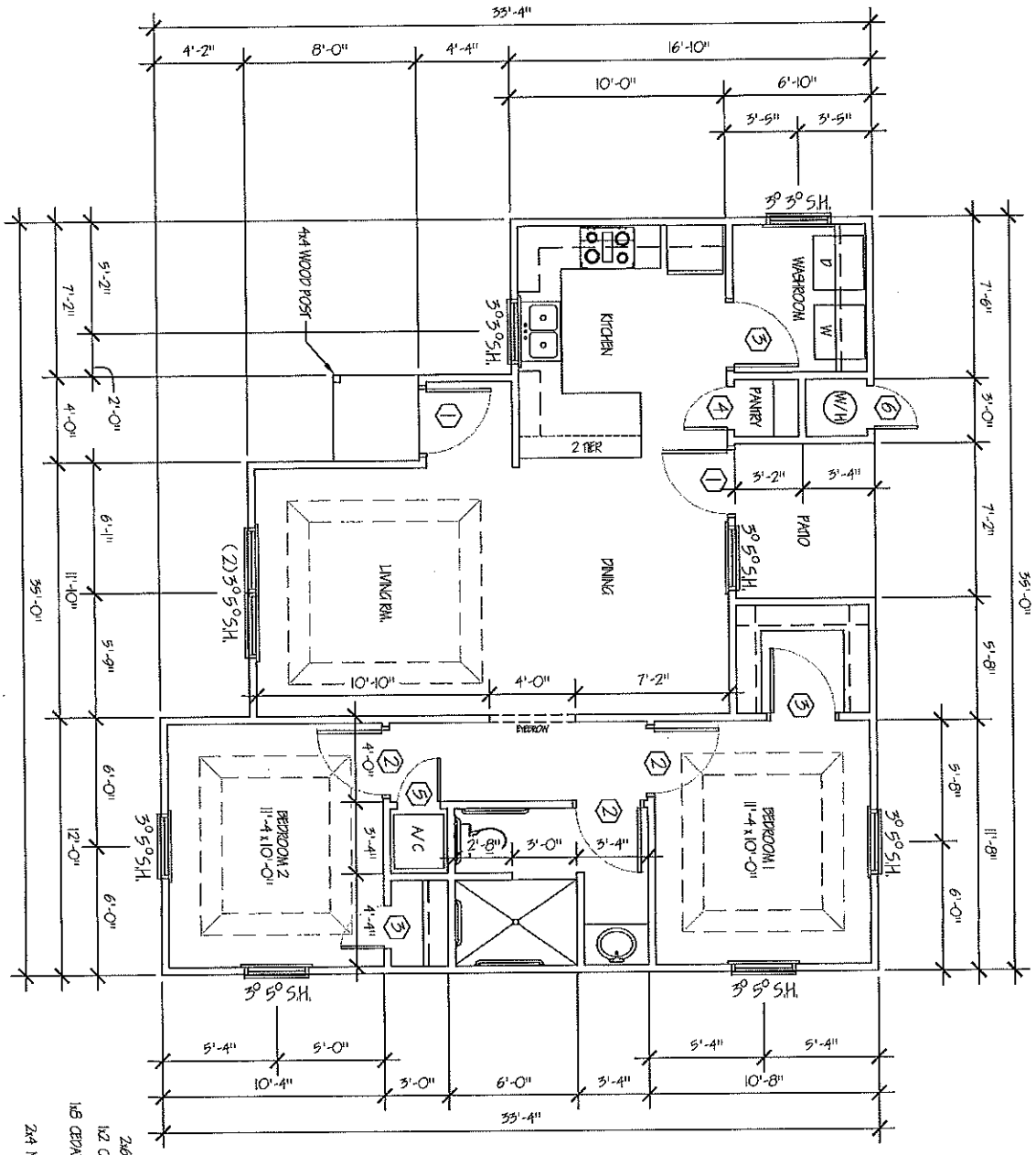
1. Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city requlations/ ordinances.
2. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by a professional engineer.
3. Any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk.
4. Provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA E. MONTELONGO
313 N. JUANITA STREET, EDCOUCH TX.

TOTAL AREA
966 SQ. FT.

AS1.1



1 FLOOR PLAN
3/16" = 1'-0"

SQUARE FOOTAGE	
LIVING AREA	904
PORCH/ PATIO	62
TOTAL SQ. FT.	966

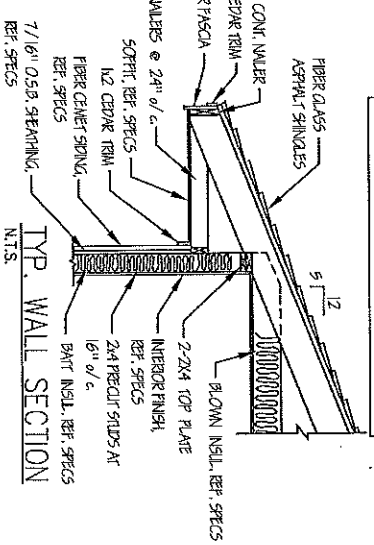
DOOR SCEDULE

DR#	TASK	SIZE X 6 8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ TOOL PROOF HOLES	3'0	METAL W/ LOW PROFILE THRESH.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3'0	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'8	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2'0	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2'0 x 4'0	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2'0	HOLLOW METAL	A/C CLOSET PASSAGE
				LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG.
-SUPPLY EDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 11" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
CLIENT IS RECEIVING CONNECTIONS FOR A GAS ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.
EXTERIOR COLOR CHOICES TO BE OR MATCH: Sw 6096 Style brown
Paint type white
INTERIOR COLOR CHOICES TO BE OR MATCH: Sw 6006 Ink
Sherwin White
Extra White

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 18th DAY OF August 2016
Maria Ella Montelongo



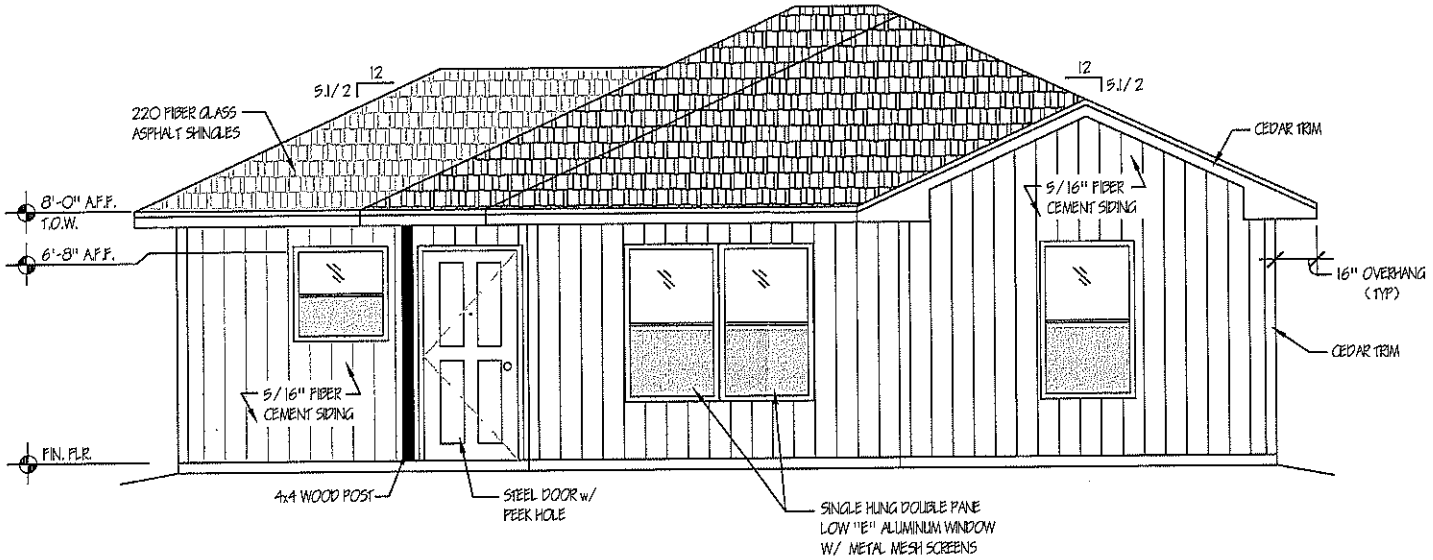
TYP. WALL SECTION
N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

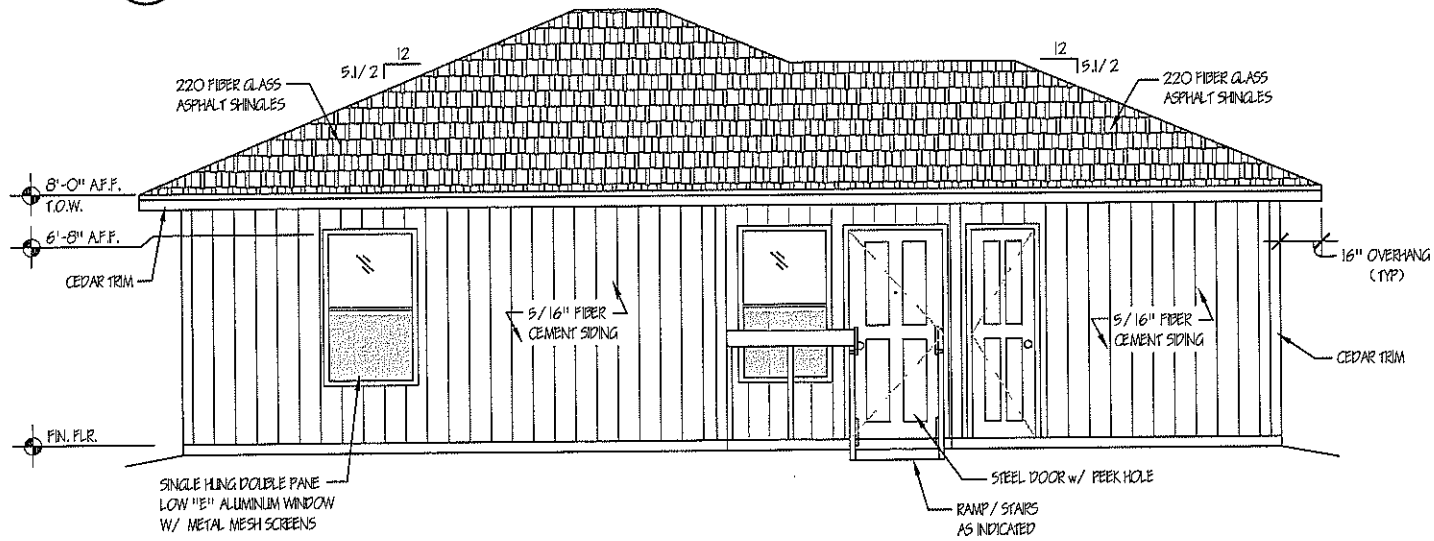
A1.1

MARIA E. MONTELONGO
313 N. JUANITA STREET, EDCOUCH TX.

TOTAL AREA
966 SQ. FT.



1 FRONT ELEVATION



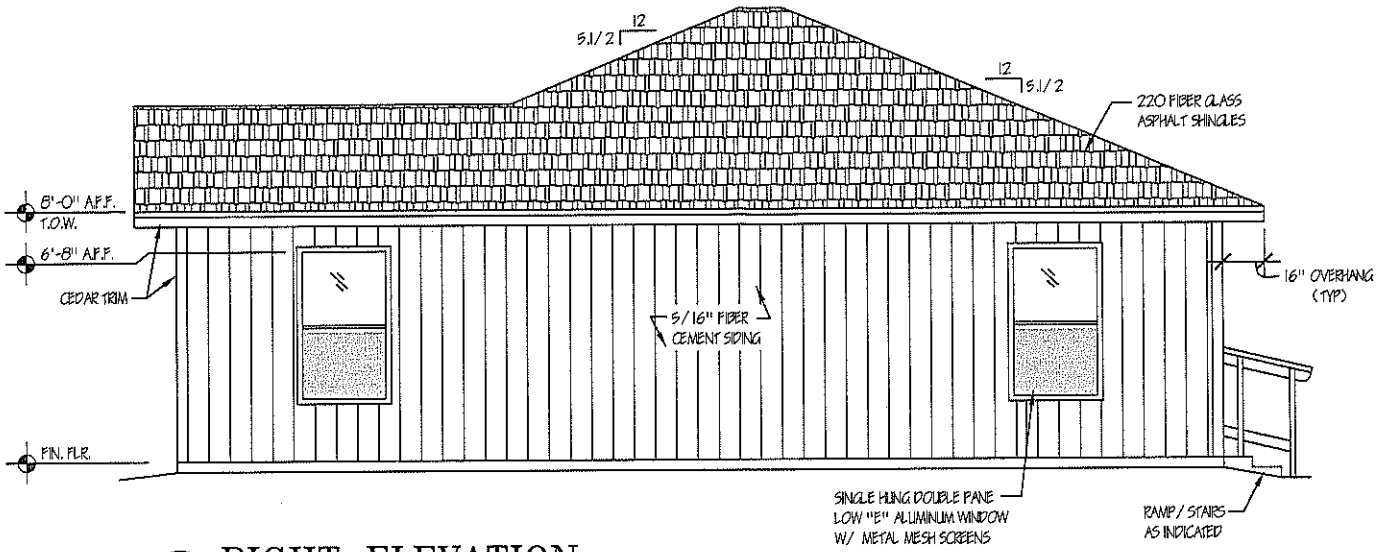
2 BACK ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

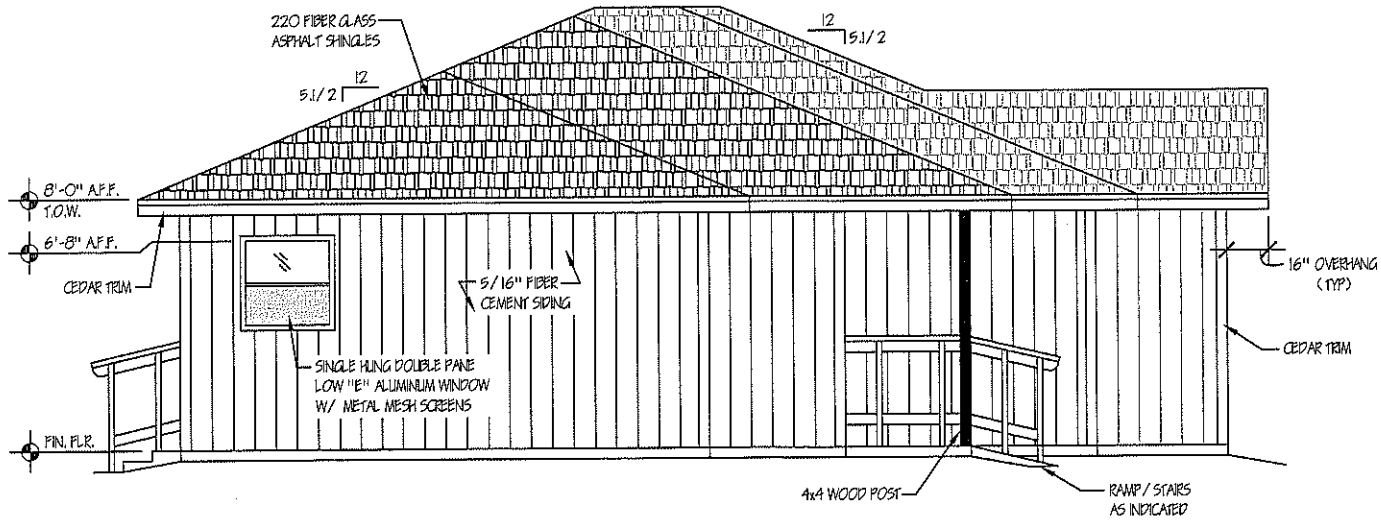
MARIA E. MONTELONGO
313 N. JUANITA STREET, EDCOUCH TX.

TOTAL AREA
966 SQ. FT.

A1.2



1 RIGHT ELEVATION



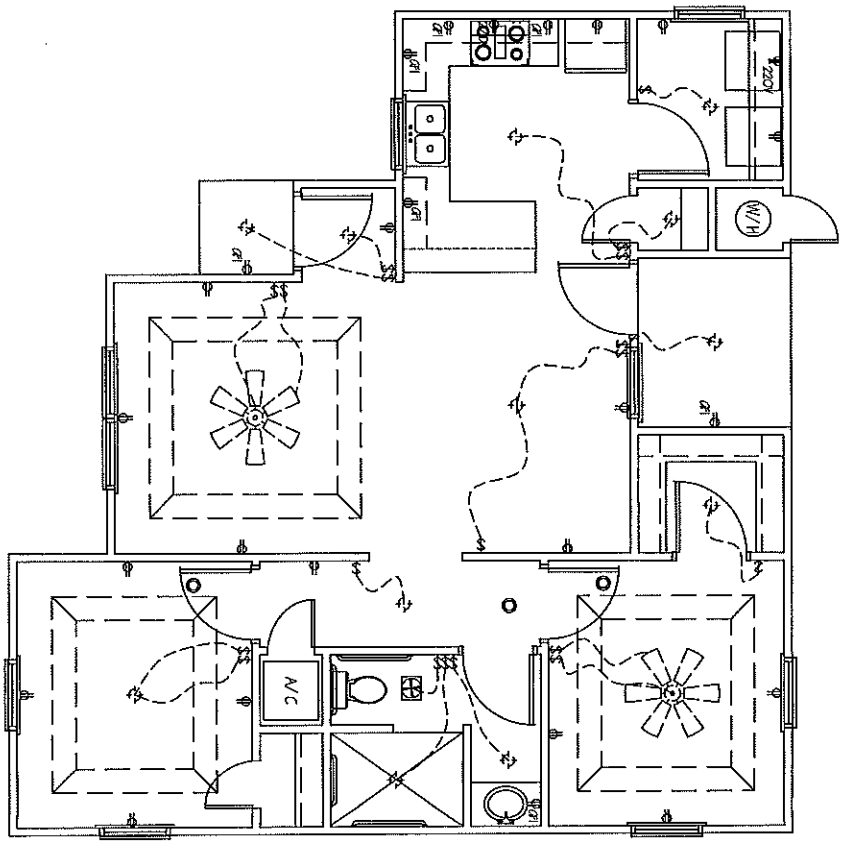
2 LEFT ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA E. MONTELONGO
313 N. JUANITA STREET, EDCOUCH TX.

TOTAL AREA
966 SQ. FT.

A1.3



1 ELECTRICAL PLAN
3/16" = 1'-0"

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220V DUPLEX ELECTRICAL RECEPTACLE		THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

URBAN COUNTY PROGRAM

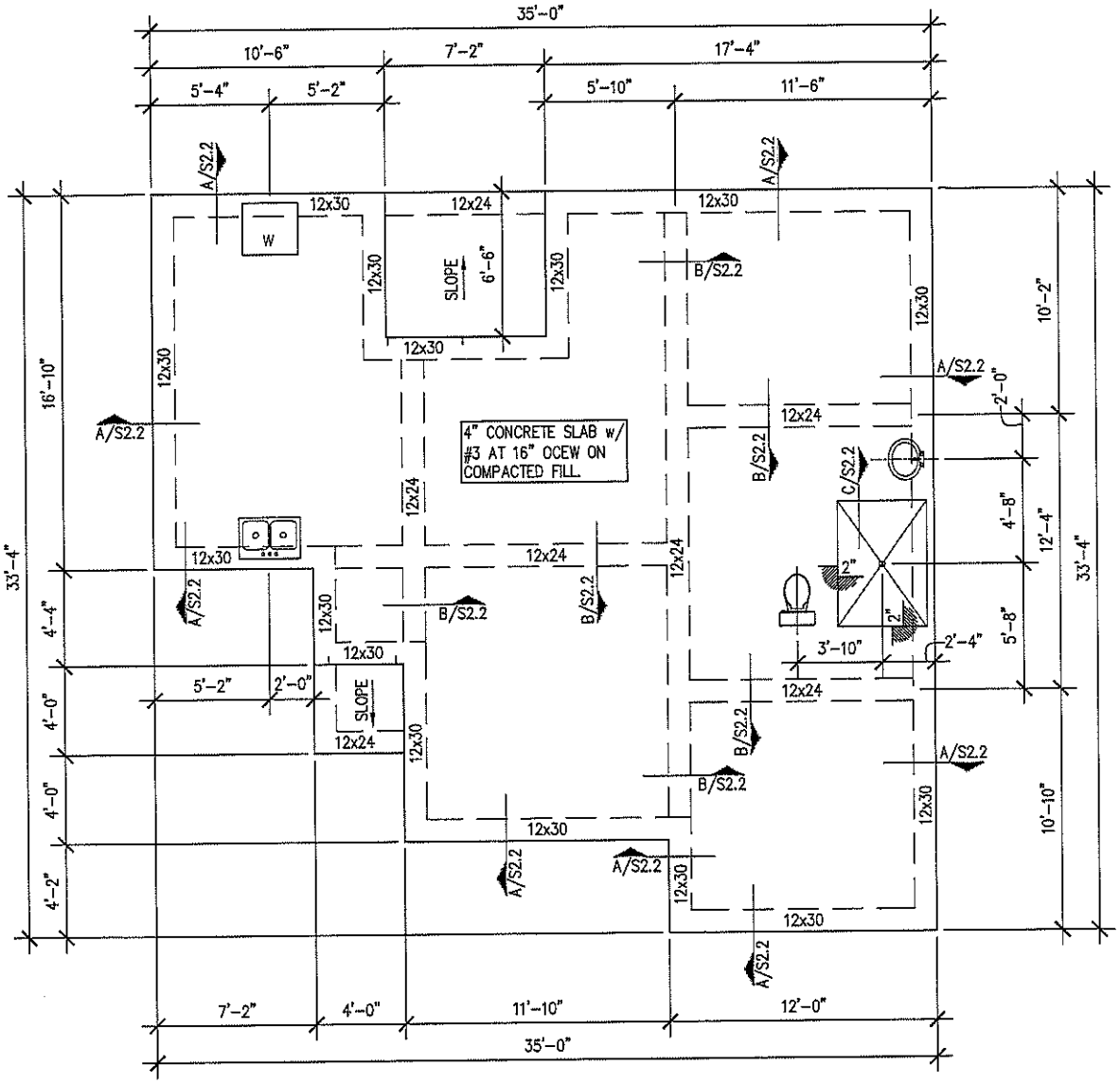
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

E1.1

MARIA E. MONTELONGO

313 N. JUANITA STREET, EDCOUCH TX.

TOTAL AREA
966 SQ. FT.



1 FOUNDATION PLAN

3/16" = 1'-0"

NOTES:

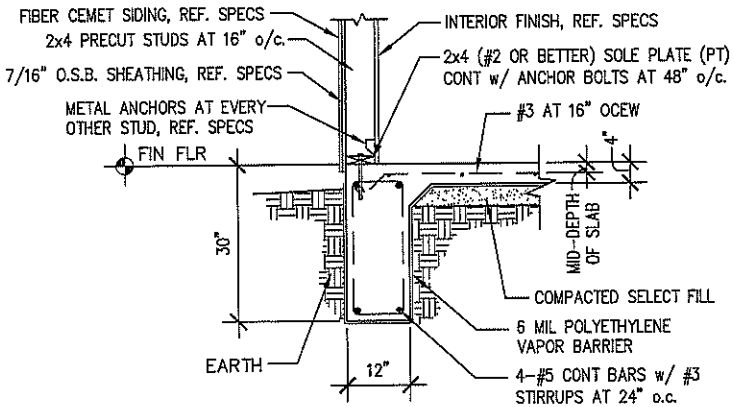
1. 4" THICK SLAB ON GRADE w/ #3 BARS AT 16" O.C.E.W. AT MID-DEPTH OF SLAB OVER 6 MIL. VISQUEEN OVER APPROVED COMPACTED FILL.
2. EXTERIOR GRADE BEAMS TO BE 12"x30" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
3. INTERIOR GRADE BEAMS TO BE 12"x24" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
4. CORNER BARS AT ALL CORNERS AND INTERSECTIONS SHALL BE #5 x 2'-0"x2'-0". APPLY 6x6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
5. INSTALL ANCHOR BOLTS AT PERIMETER AT 48" o/c.
6. USE ONLY COMPACTED SELECT FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

TOTAL AREA
966 SQ. FT.

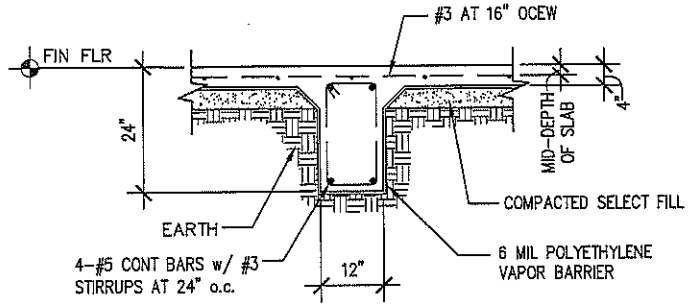
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA E. MONTELONGO
313 N. JUANITA STREET, EDCOUCH TX.

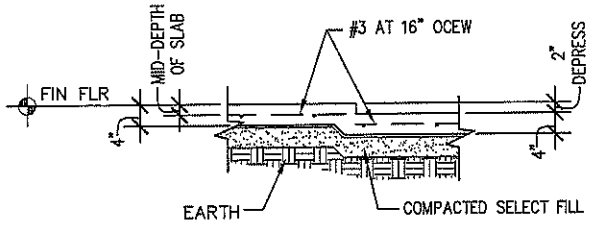
S2.1



A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA E. MONTELONGO
313 N. JUANITA STREET, EDCOUCH TX.

TOTAL AREA
966 SQ. FT.

S2.2

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) MARIA E. MONTELONGO CASE NO.: **#**-**-** DATE: 7/**/16 ADDRESS: 313 JUANITA ST., EDCOUCH, TX PHONE: 956-226-2426 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME.

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (**no black shingles**)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.*** *ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.*** *(2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

INSTALL 7/16" O.S.B. AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A ***16 SEER CENTRAL*** *AIR CONDITIONING* ***COMPARABLE IN QUALITY*** *TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Maria Ella Montelongo

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	September 27, 2016
Demolition	October 6, 2016
Construction Start	October 7, 2016
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	December 26, 2016

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$59,799.99
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$59,799.99

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **September 27, 2016**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Ana M. Rangel**

BORROWER'S ADDRESS:

4716 Inca Dr.
San Juan, Texas 78589

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **R G Enterprises, LLC, dba G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281 Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$63,920.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$63,920.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$63,920.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection

with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____

Ana M. Rangel

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **R G Enterprises, LLC**
Its: **G & G Contractors**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **27 day** of **September 2016**, by **Ana M. Rangel.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **27** day of **September 2016**, by **R G Enterprises, LLC, DBA G & G Contractors.**

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO R G ENTERPRISES, LLC, G & G CONTRACTORS, AT 5125 S HWY 281 STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF SEPTEMBER 29, 2016.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

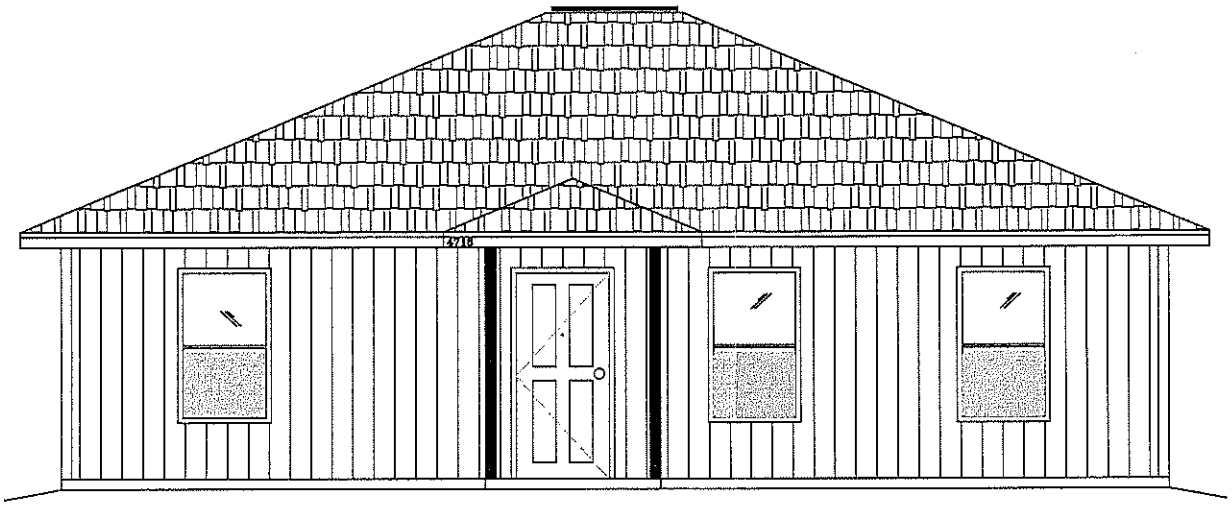
Ana M. Rangel

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

The North Twenty Five Feet (25') of Lot Five (5), and the South Fifty Feet (50') of Lot 6, Block One (1), El Charro Subdivision, Unit Number One (1), in Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

RANGEL RESIDENCE



ANA M. RANGEL
4716 INCA DRIVE
SAN JUAN, TX. 78589
(956) 961-0002

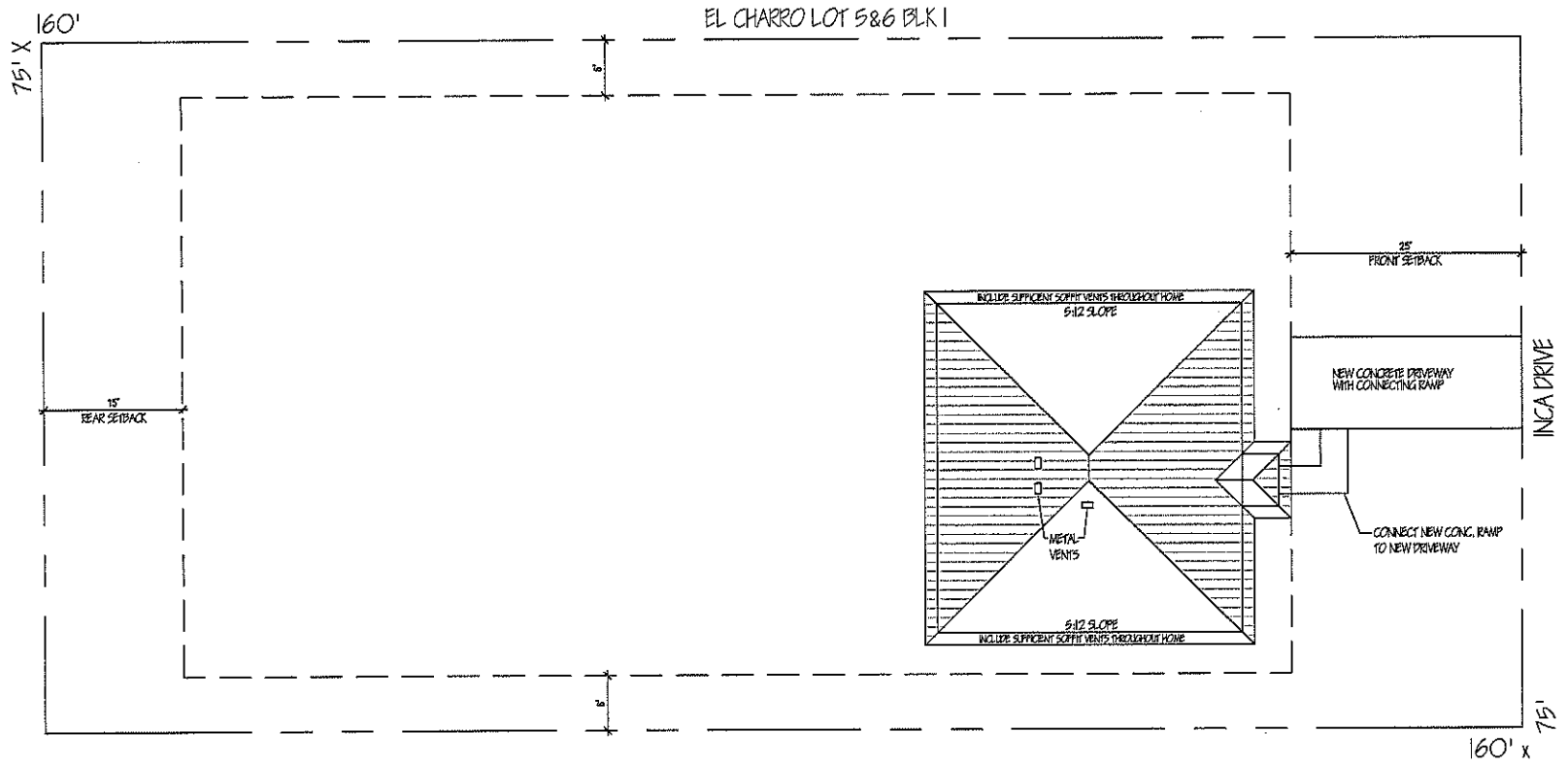
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107-ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1201 SQ. FT.

ANA M. RANGEL
4716 INCA DR., SAN JUAN, TX.

C1.0



NOTE:

1. Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances.
2. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by a professional engineer.
3. Any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk.
4. Provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

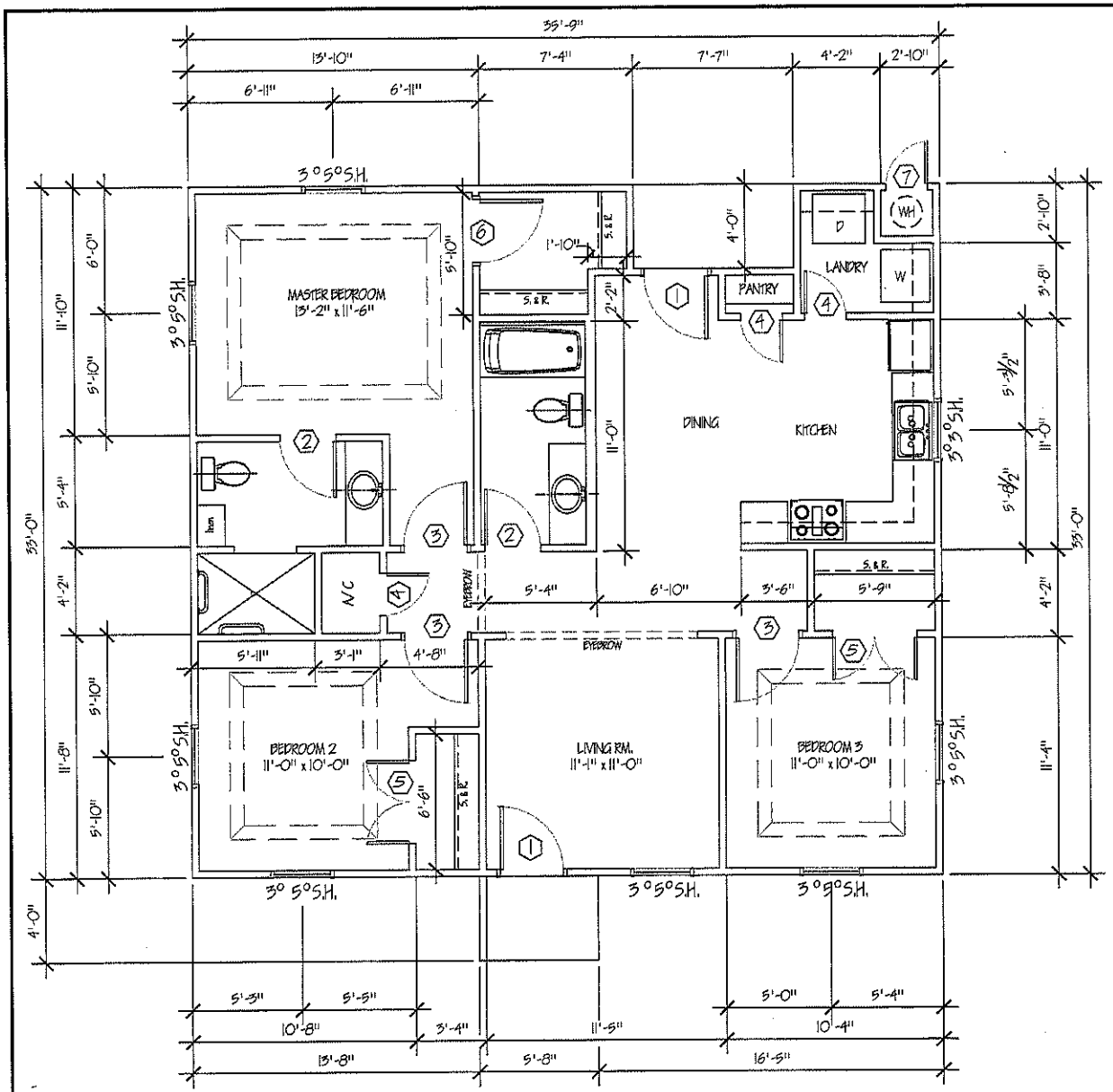
1 ROOF/PLOT PLAN

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1201 SQ. FT.

ANA M. RANGEL
4716 INCA DR., SAN JUAN, TX.

AS1.1



1 FLOOR PLAN
3/16" = 1'-0"

SQUARE FOOTAGE

LIVING AREA	1149
PORCH/ PATIO	52
TOTAL SQ. FT.	1201

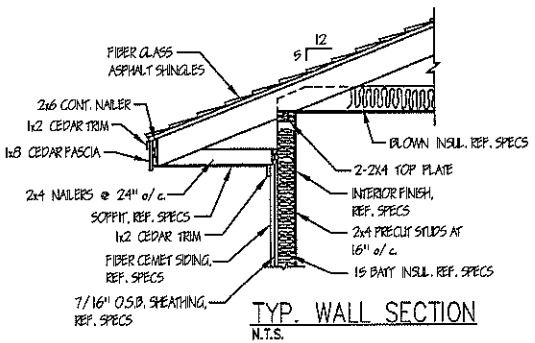
DOOR SCEDULE

DR#	TASK	SZ X 6⁸	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	2⁸	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
4	INSTALL NEW UNIT	2⁸	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	3⁰	HOLLOW CORE	PASSAGE
7	INSTALL NEW UNIT	2⁰	HOLLOW STEEL	LEVER TYPE ENTRY LOCK W/ DEADBOLT.

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIONS FOR A GAS ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.
EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6931 Jolly Green (wall) Pure white (trim)
INTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6115 Totally Tan (wall) Pure white (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 18th DAY OF August 2016
Ana M. Rangel



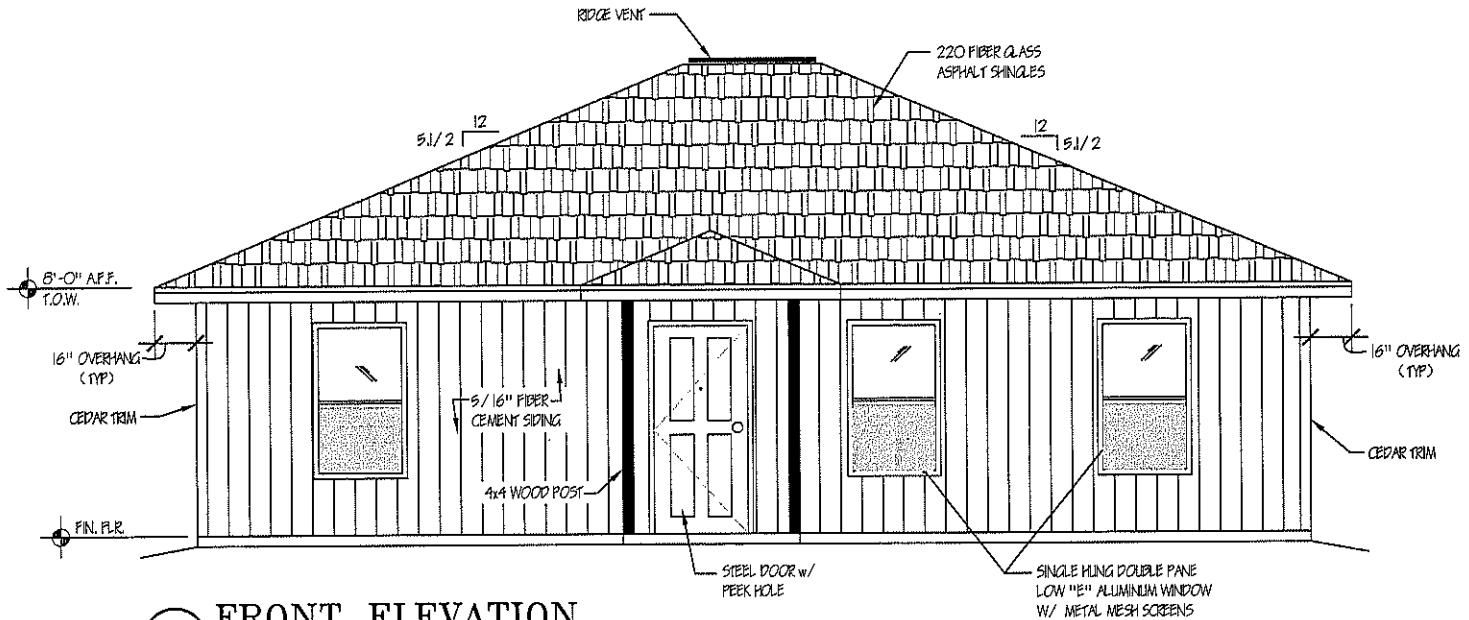
TYP. WALL SECTION
N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

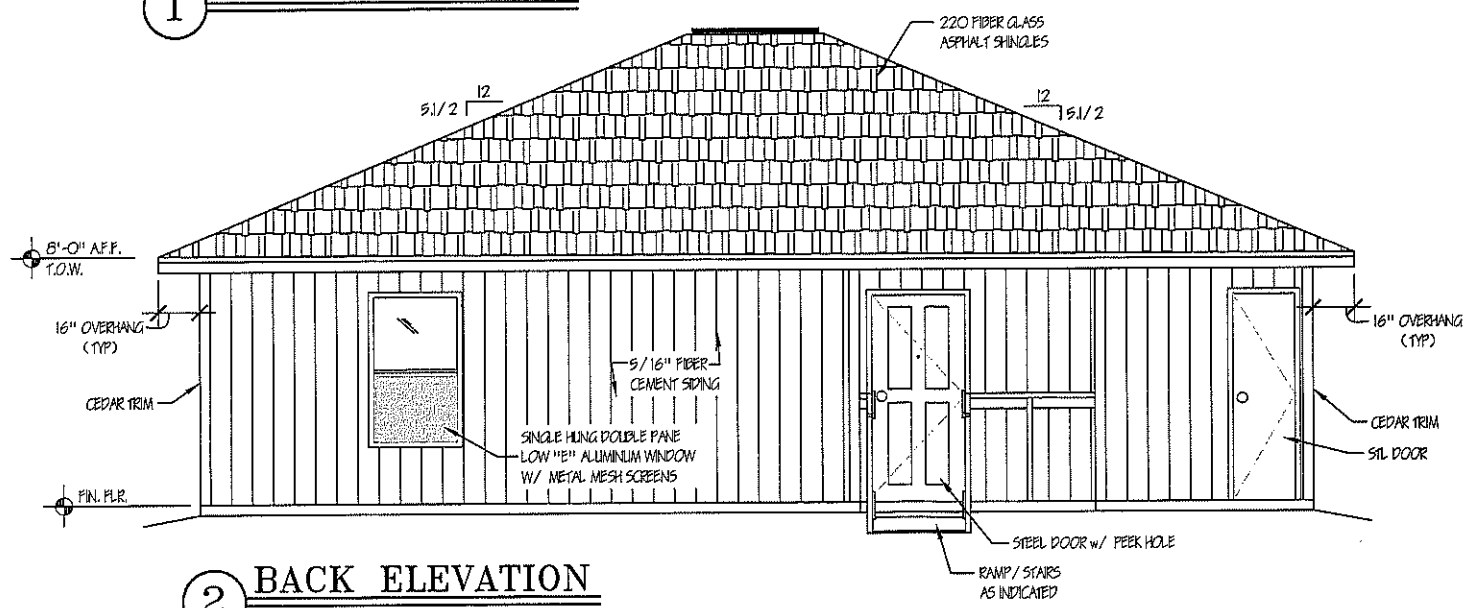
TOTAL AREA
1201 SQ. FT.

ANA M. RANGEL
4716 INCA DR., SAN JUAN, TX.

A1.1



1 FRONT ELEVATION



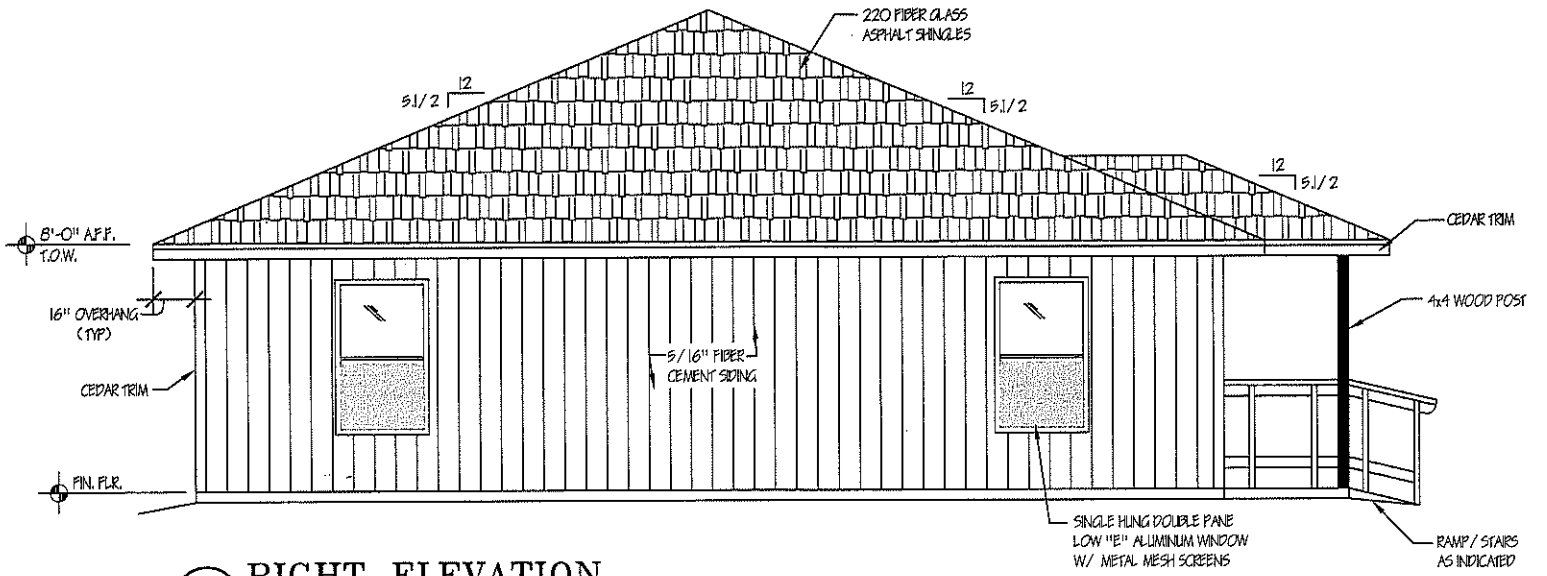
2 BACK ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

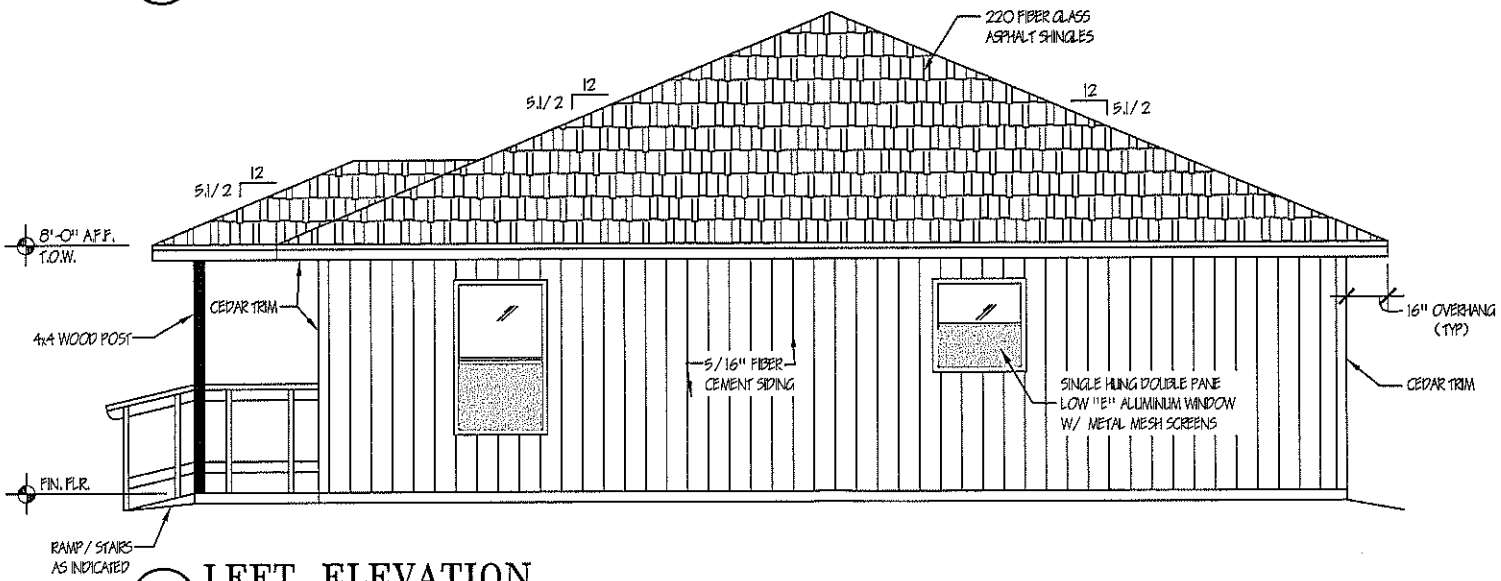
TOTAL AREA
1201 SQ. FT.

ANA M. RANGEL
4716 INCA DR., SAN JUAN, TX.

A1.2



1 RIGHT ELEVATION



2 LEFT ELEVATION

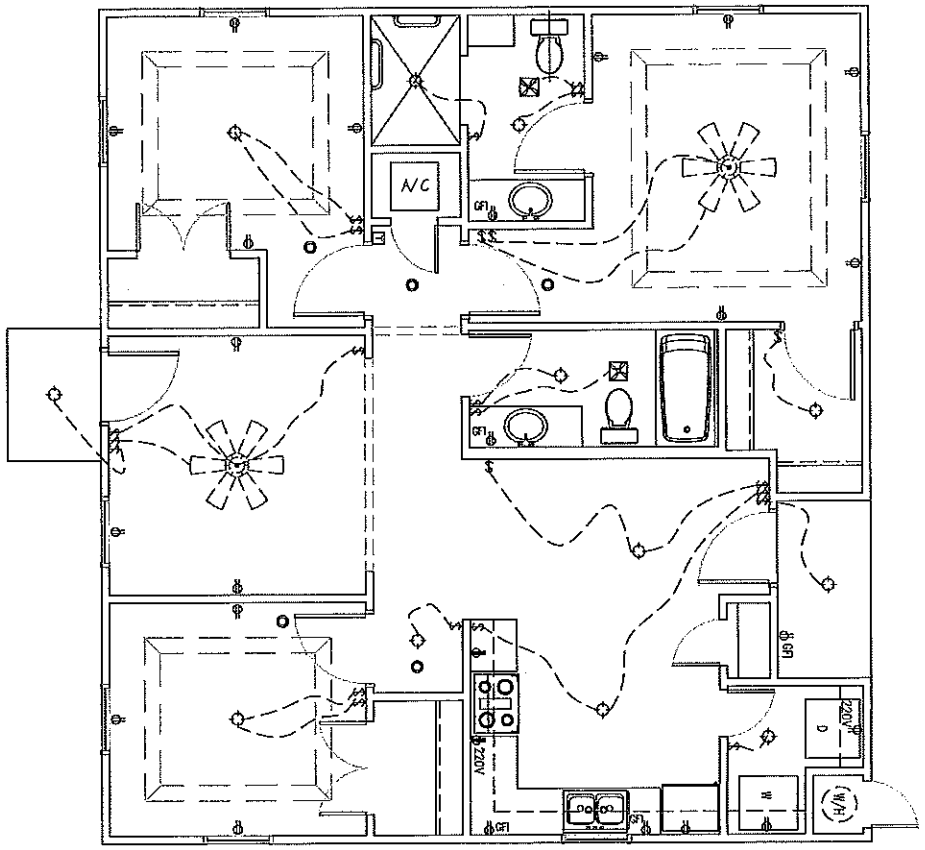
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1201 SQ. FT.

ANA M. RANGEL
4716 INCA DR., SAN JUAN, TX.

A1.3



1 ELECTRICAL PLAN
3/16" = 1'-0"

ELECTRICAL LEGEND

W/H	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220-240 V. ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER	S	SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

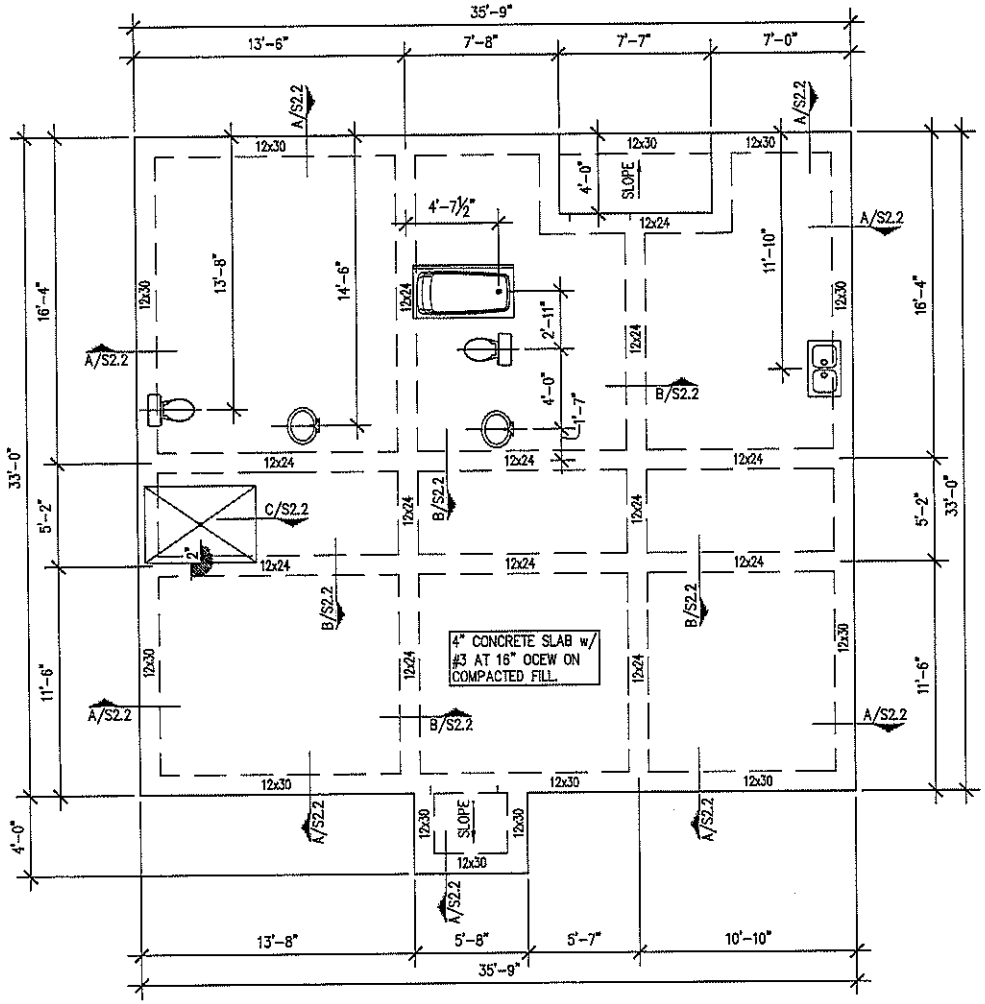
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

E1.1

ANA M. RANGEL
4716 INCA DR., SAN JUAN, TX.

TOTAL AREA
1201 SQ. FT.



1 FOUNDATION PLAN

3/16" = 1'-0"

NOTES:

1. 4" THICK SLAB ON GRADE w/ #3 BARS AT 16" O.C.E.W. AT MID-DEPTH OF SLAB OVER 6 MIL. VISQUEEN OVER APPROVED COMPACTED FILL.
2. EXTERIOR GRADE BEAMS TO BE 12"x30" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
3. INTERIOR GRADE BEAMS TO BE 12"x24" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
4. CORNER BARS AT ALL CORNERS AND INTERSECTIONS SHALL BE #5 x 2'-0"x2'-0". APPLY 6x6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
5. INSTALL ANCHOR BOLTS AT PERIMETER AT 48" o/c.
6. USE ONLY COMPACTED SELECT FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

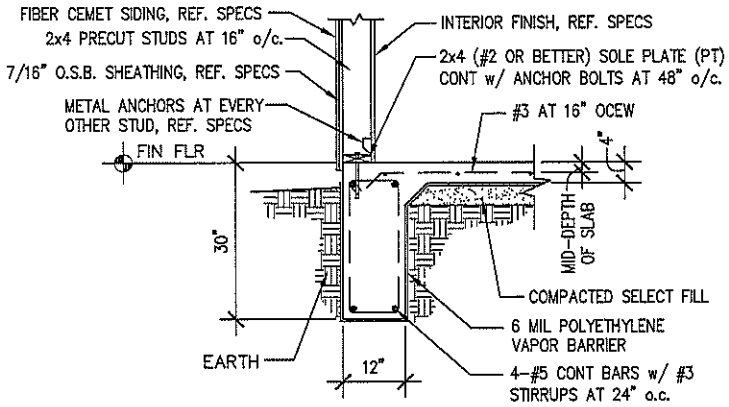
TOTAL AREA
1201 SQ. FT.

URBAN COUNTY PROGRAM

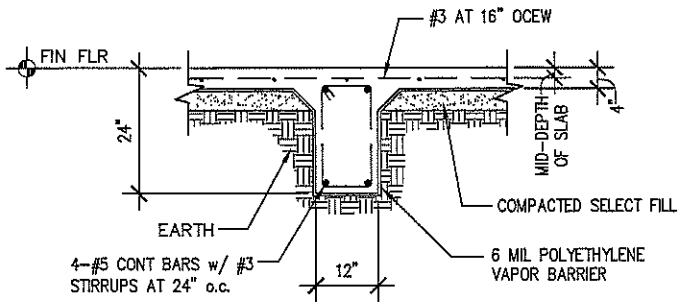
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ANA M. RANGEL
4716 INCA DR., SAN JUAN, TX.

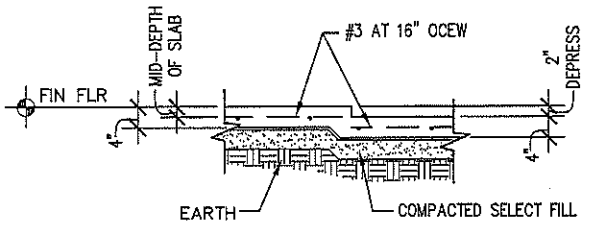
S2.1



A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1201 SQ. FT.

ANA M. RANGEL
4716 INCA DR., SAN JUAN, TX.

S2.2

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) ANA M. RANGEL CASE NO.: # -------- DATE: 7/*/16 ADDRESS: 4716 INCA DR. SAN JUAN, TX PHONE: 956-961-0002 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER.
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES.
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (**no black** shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR** TRIM TO ENTIRE HOUSE.*

INSTALL 7/16" O.S.B. AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL: Dark Cabinets

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FINISH FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE FINISH FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI.

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A **16 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE. CONTRACTOR MUST DEMOLISH AND DISPOSE SECOND STRUCTUR LOCATED AT THE REAR OF THE PROPERTY.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY THROUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONED VEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Ana M. Rangel

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	September 27, 2016
Demolition	October 6, 2016
Construction Start	October 7, 2016
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	December 26, 2016

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$63,920.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$63,920.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/13/2016

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	Contact Name:	
McClelland and Hine, Inc. 2200 Thousand Oaks Suite 101 San Antonio, Texas 78232	Phone:	Fax:
	E-Mail Address:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Seneca Specialty Ins Co	
INSURED Emigdio Villanueva dba Quality Investments PO BOX 943 MISSION, TX 78572	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BAG1041285	10/12/2015	10/12/2016	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (EA OCCUR)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (ANY ONE PERSON)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	$ 1,000,000
	[X] POLICY [ ] PROJECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea Accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per Accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							
	[ ] NON-OWNED AUTOS							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTIONS							$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATUTORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. DISEASE-POLICY LIMIT	$

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

CERTIFICATE HOLDER

COUNTY OF HIDALGO

427 E DURANTA AVE SUITE 107
ALAMO , TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 3/7/2016

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
2167 S McColl Rd
Edinburg, TX 78539
(956)381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
R G ENTERPRISES, LLC
G & G CONTRACTORS
5125 S US HWY 281 STE 1
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	39020
INSURER B: TEXAS COUNTY MUTUAL	24392
INSURER C: TEXAS MUTUAL INS CO	22945
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	3ED8689	03/16/16	03/16/17	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/16	03/14/17	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03-15-16	03-15-17	[ ] WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CONSTRUCTION CONTRACTOR

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL_____ 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

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AI-56499 **Urban County** **13. G.**

CC - REGULAR

Meeting Date: 09/27/2016

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 purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) City of Progreso– Street Improvement funds.

Professional Service Firm	Grade	Ranked
Fulcrum Consulting Services	96.00%	
Halff Associates, Inc.	92.67%	
Sigler, Winston, Greenwood Engineers	87.67%	

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) City of Progreso– Street Improvement project.

BACKGROUND

Engineering services will be provided on the streets identified in Year 29 (2016) original work plan.

Funds Available: $231,975.00 YR 29 (2016) Street Improvements

---

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban Co. funds

Attachments

City of Progreso Scoring Grid Street Improvements Project

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 02:11 PM
Ivan Cantu	Ivan Cantu	09/22/2016 10:45 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Olga Lerma Started On: 09/20/2016 01:37 PM

Final Approval Date: 09/23/2016

City of Progreso
Professional Engineering Services
Street Improvements Project
Years 29 (2016)
Grading-Ranking Grid

Criteria	LAZCAMREA, LLC dba Fulcrum Consulting Services			Halff Associates, Inc.			Sigler, Winston, Greenwood Engineers		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	17	20	20	20	20	20	16
Experience of Project Team/ Ability to Commit Resources	25	25	22	20	25	25	10	25	21
Methodology/ Experience/ Availability of Project Manager	20	20	19	20	20	20	20	19	18
Understanding of Project/Similar Projects	25	23	23	25	22	24	25	19	22
Familiarity with Applicable Rules & Regulations	10	10	9	10	3	9	10	10	8
TOTALS	100	98	90	95	90	98	85	93	85
AVERAGES	288÷3=96%			278÷3=92.67%			263÷3=87.67%		
RATING	1			2			3		

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: All requirements Submitted		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: All requirements Submitted		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: All requirements Submitted		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: All requirements Submitted		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: All requirements Submitted		TOTAL 10
Total Score		100

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: _____ Department: City of Progreso

Project Name: 2016 City of Progreso Street Improvements Project 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	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must improve on RFQ responsiveness and information to be gathered		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	98

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: Antonio Barco Department: Urban County Program

Project Name: 2016 City of Progreso Street Improvements Project Date: 8-29-16

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	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points: Response to RFQ was able to demonstrate their qualifications, however it appears firm has done work for cities		TOTAL 17
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	8
➢		
Comments/Rationale For Points: Project leadership deemed to be lacking		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	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: All information provided was satisfactory		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	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm has clear understanding of project		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Firm provided a clear narrative of project help.		TOTAL 9
	Total Score	90

Firm/Participant's Name: Fulcrum Consulting Svcs

Evaluator: Wilfredo Betancourt, CPPB Department: Purchasing

Project Name: City of Progreso 2016 St. Improvements Proj Date: 09/08/2016

RECEIVED
AUG 31 2016
Urban County Program

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: All requirements Submitted		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	0
➢ 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: Did not Designate engineering staff members in an appendix form		TOTAL 20
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: All requirements Submitted		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: All requirements Submitted		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: All requirements Submitted		TOTAL 10
	Total Score	~~90~~ 95

Firm/Participant's Name: Halff Associates, Inc.

Evaluator: _____ Department: City of Progreso

Project Name: 2016 City of Progreso Street Improvements Project 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	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	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 of all criteria, but must improve address Applicable rules & regulations and RFQ responsive		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must address applicable rules and regulations and a narrative		TOTAL 3
	Total Score	90

Firm/Participant's Name: Halff Associates, Inc.

Evaluator: Antonio Barco Department: Urban County Program

Project Name: 2016 City of Progreso Street Improvements Project Date: 8-29-16

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: All staff identified in RFQ meet qualifications as set forth in RFQ		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	18
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points: Experience of the firm is above-satisfactory for this specific 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	10
Comments/Rationale For Points: firm response to RFQ demonstrates all the above to be satisfactory		TOTAL 20
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: firm demonstrates completed understandy similar type 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	4
Comments/Rationale For Points: Narrative of regs, guidelines vague		TOTAL 9
Total Score		98

Firm/Participant's Name: Halff Engineering Inc.

Evaluator: Marlene H. Bahrman, CPPB Department: Purchasing

Project Name: City of Prosper-2016 St. Improvement Project Date: 09/08/2016

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:		TOTAL 20
All Requirements submitted.		
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	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	0
➢		
Comments/Rationale For Points:		TOTAL 10
Engineering Rim does not show appropiate experience to complete this type of project.		
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
All requirements submitted		
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
All requirements submitted		
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
All requirements submitted		
Total Score		85

Firm/Participant's Name: SWG Engineering, L.L.C.

Evaluator: _____ Department: City of Progreso

Project Name: 2016 City of Progreso Street Improvements Project 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	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	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	10
Comments/Rationale For Points: Meets most criteria, but must elaborate on Firms approach to the methodology		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	2 AS
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	2 AS
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must improve on information to be gathered and RFQ responsiveness		TOTAL 19 -AS
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		93

Firm/Participant's Name: Sigler, Winston, Greenwood Engineers

Evaluator: Antonio Barco Department: Urban County Program

Project Name: 2016 City of Progreso - Street Improvements Date: 8-29-16

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	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points: vague information on proposed team organizational chart		TOTAL 16
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	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: Experience of staff was not very clear		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	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	9
Comments/Rationale For Points: Firm understands the scope of services for this project however Project Mgr didnt appear to be 85-100% involved		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Firm appears to be familiar w/ the County of Hidalgo Projects & the RFQ		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Although firm has completed projects for HC, their RFQ response was vague in this area		TOTAL 8
	Total Score	85

Firm/Participant's Name: Sigler, Winston Greenwood Engineers

Evaluator: Darlene M. Betancourt, CPPB Department: Purchasing

Project Name: City of Progreso 2016 Street Improvements Date: 09/08/2016

AI-56575 **Community Service Agency** **15. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Discussion & possible action to accept Contract Amendment for Program Year 2016 Comprehensive Energy Assistance Program
2. Authorization for County Judge or designee to sign applicable documents

BACKGROUND

Fiscal Impact

Attachments

AMENDMENT
EMAIL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 11:21 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/23/2016 11:15 AM

Final Approval Date: 09/23/2016

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **6** TO CONTRACT NUMBER **58150002108**
FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

This Amendment No. **6** to Comprehensive Energy Assistance Program Contract Number. **58150002108** by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Hidalgo County, Texas-County of Hidalgo Community Service Agency,** a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties",

RECITALS

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number. **58150002108** ("Contract") on **January 01, 2015** and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

The following Contract sections and addendums are hereby amended as follows:

1. Section 2. Contract Period, of this contract is hereby amended to read as follows:

   The period for performance of this Contract, unless terminated is **January 01, 2015** through **September 30, 2016** (hereinafter the "Contract Term").

2. Section 4. F. Department Obligations, of this Contract is hereby amended to read as follows:

   "Section 4. F. Department Obligations. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$4,897,970.00.**"

3. Exhibit A. Budget And Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.

SECTION 3.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 6.

By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.

This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This Amendment shall be effective and memorializes an effective date of **July 31, 2016**.

WITNESS OUR HAND EFFECTIVE: **July 31, 2016**

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **6** TO CONTRACT NUMBER **58150002108**
FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT B
BUDGET

Hidalgo County, Texas-County of Hidalgo Community Service Agency,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 4,897,970.00 CEAP FUNDS CURRENTLY AVAILABLE

$ 0.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 306,123.00	-
Direct Services	$ 4,591,847.00	-
TOTAL CEAP BUDGET	$ 4,897,970.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 2,112,099.00	46.00
Utility Assistance	$ 2,112,100.00	46.00
Program Services	$ 367,648.00	8.01
TOTAL DIRECT SERVICES	$ 4,591,847.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

General Administrative and coordination of CEAP, including costs and all indirect (overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Program Services, must be paid with nonfederal funds.

Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable Program Services costs when associated with providing client direct services. Other Program Services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

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

CEAP Budget Amendment

From : Dora Rangel <dora.rangel@co.hidalgo.tx.us> Fri, Sep 23, 2016 02:08 PM
Subject : CEAP Budget Amendment 1 attachment
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Good Afternoon Monica,

Mr. Longoria asked me to forward you this budget amendment. He said it want part of the agenda for Tuesday meeting. Please feel free to contact me if you have any questions.

Thank you,

Dora Rangel
General Accounting Supervisor

County of Hidalgo – Community Service Agency
2524 N. Closner
Edinburg, TX 78539
Phone: (956)-383-6250 x: 45
Fax: (956)-380-3414
dora.rangel@co.hidalgo.tx.us

CEAP budget amend..pdf
944 KB

AI-56405 **WIC** **16. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC ADM - Program 001 (1292):
1. Approval to accept the FY 2017 WIC Admin. Grant award in the amount of $10,700,000.00,commencing October 1,2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue the provision of WIC Services for FY 2017 commencing October 1, 2016 - September 30,2017.
3. Approval of Certification of Revenues in the amount of $10,700,000.00 as certified by the County Auditor for the FY 2017 WIC Admin. Grant.
4. Approval of appropriation of funds in the amount $10,700,00.00 for the FY 2017 WIC Admin. Grant.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC BF - Program 002 (1292):
1. Approval to accept the FY 2017 WIC BF Peer Counselor Grant in the amount of $821,302.00 commencing October 1, 2016 -September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC BF Peer Counselor Program for FY 2017 commencing October 1, 2016 - September 30, 2017.
3. Approval of Certification of Revenues in the amount f $821,302.00 as certified by the County Auditor for the FY 2017 WIC BF Peer Counselor Grant.
4. Approval of appropriation of funds in the amount o $821,302.00 for the FY 2017 WIC BF Peer Counselor Grant.
5. Approval of the following actions:

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Change in Funding Source	350-002	0001	Peer Counselor II	$25,830.00	$0.00	($25,830.00)
Change in Funding Source	350-002	0026	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)
Change in Funding Source	350-002	0027	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)
Change in Funding Source	350-002	0035	Peer Counselor Manager	$0.00	$28,836.00	$28,836.00
Change in Funding Source	350-002	0036	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Change in Funding Source	350-002	0037	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Create	350-002	0038	BF Coordinator Assistant	$0.00	$36,000.00	$36,000.00

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

WIC Registered Dietician - Program 012 (1292):
1. Approval to accept the FY 2017 WIC Registered Dietician Grant award in the amount of $60,000.00 commencing October 1, 2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provisions of the WIC Registered Dietician for the FY 2017 commencing October 1, 2016 - September 30, 2017.
3. Approval of Certification of Revenues in the amount of $60,000.00 as certified by the County Auditor for the FY 2017 WIC Registered Dietician Grant.
4. Approval of appropriation of funds in the amount of $60,000.00 for the FY 2017 WIC Registered Dietician Grant.
5.Approval to revise the salary schedule in the accordance with Commissioners' Court action.

WIC Lactation Services - Program 013 (1292):
1. Approval to accept the FY 2017 WIC Lactation Services Grant award in the amount of $50,500.00 commencing October 1, 2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provisions of the WIC Lactation Services Program for FY 2017 commencing October 1, 2016 -September 30, 2017.
3.Approval of Certification of Revenues in the amount of $50,500.00 as certified by the County Auditor for the FY 2017 WIC Lactation Services Grant.
4. Approval of appropriation of funds in the amount of $50,500.00 for the WIC Lactation Services Grant.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Lactation Center - Program 017 (1292):
1. Approval to accept the FY 2017 WIC Lactation Center Grant in the amount of $289,000.00 commencing October 1, 2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Center Grant for the FY 2017 commencing October 1, 2017 - September 30, 2017.
3. Approval of Certification of Revenues in the amount of $289,000.00 as certified by County Auditor for the FY 2017 WIC Lactation Center Grant
4. Approval of appropriation of funds in the amount of $289,000.00 for the WIC Lactation Center Grant.
5. Approval of the following actions:

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Change in Funding Source	350-017	0002	Peer Counselor Manager	$28,836.00	$0.00	($28,836.00)
Change in Funding Source	350-017	0003	Peer Counselor I	$21,638.00	$0.00	($21,638.00)

Change in Funding Source	350-017	0004	Peer Counselor I	$21,638.00	$0.00	($21,638.00)
Change in Funding Source	350-017	0006	Peer Counselor II	$0.00	$25,830.00	$25,830.00
Change in Funding Source	350-017	0007	Community Peer Counselor	$0.00	$26,794.00	$26,794.00
Change in Funding Source	350-017	0008	Community Peer Counselor	$0.00	$26,794.00	$26,794.00

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

WIC Peer Dad - Program 019 (1292):
1. Approval to accept the FY 2017 Peer Dad Grant in the amount of $30,000.00 commencing October 1, 2016 - August 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provisions of the Peer Dad Grant for the FY 2017 commencing October 1, 2016- August 30, 2017.
3. Approval of Certification of Revenues in the amount of $30,000.00 for the Peer Dad Grant.
4. Approval of appropriation of funds in the amount $30,000.00 for the FY 2017 Peer Dad Grant.

BACKGROUND

ATTACHMENTS:
FY 2017 WIC Local Agency Funding Notice &
FY 2017 Base Participation Rate

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.001.7.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $10,700,000.00
WIC Administrative Revenues 6-1292-331-12-350-001-7-000
Base Rate is $12.80 per participant.
No County Match 100% Federal Funding.

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.002.7.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $821,302.00
WIC BF Peer Counselor Program Revenues 6-1292-331-12-350-002-7-000
No County Match-100% Federal Funded.

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.012.7.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $60,000.00
WIC Registered Dietitian Revenues 6-1292-331-12-350-012-7-000
No County Match - 100% Federal Funded.

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.013.7.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $50,500.00
WIC Lactation Services Revenues 6-1292-331-12-350-013-7-000
No County Match- 100% Federal Funded

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.017.7.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $289,000.00 for the Lactation Service Center.
WIC Lactation Center Revenues 6-1292-331-12-350-017-7-000.
No County Match - 100% Federal Funded.

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.019.7.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount $30,000.00.
Peer Dad Grant Revenues 6-1292-331-12-350-019-7-000
No County Match- 100% Federal Funded

Attachments

FY 2017 LA Contract & Participation Rate
COR
PARs
amendment
amendment
amendment
amendment
amendment
amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 08:02 AM
Human Resources	Diana Munoz	09/23/2016 10:56 AM

Budget & Management	Veronica Ortiz	09/23/2016 11:09 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Margarita Gonzalez Started On: 09/15/2016 05:32 PM

Final Approval Date: 09/23/2016

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

JOHN HELLERSTEDT, M.D.
COMMISSIONER

September 12, 2016

Clarissa Ramirez
WIC Director
LA #12, Hidalgo Co Health and Human Services
3105 West University Drive
Edinburg, TX 78539

RE: Notice of Planned Funding for FY17 WIC Local Agency Contract

Dear Ms. Ramirez:

This letter is to notify you that your organization's FY 2017 WIC Local Agency contract is currently being prepared by the Department of State Health Services.

In order to assist your organization with budgeting approval, the table below outlines the planned funding within your individual projects.

Project	Project Contact	Planned Funding	Type of Allocation		
			Admin	Nutrition Education	Breastfeeding
WIC Funding	Yu Vonda Galloway yu-vonda.galloway@dshs.state.tx.us (512) 341-4573	**$11,049,667.00**	X	X	X
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$821,302.00**			X
Registered Dietitian	Kelley Reed kelley.reed@dshs.state.tx.us (512) 341-4580	**$60,000.00**	X	X	X
Lactation Services	Faith Njoroge faith.njoroge@dshs.state.tx.us (512) 341-4575	**$50,500.00**			X
Lactation Center	Tracy Erickson tracy.erickson@dshs.state.tx.us (512) 341-4521	**$289,000.00**			X
Peer Dad	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$30,000.00**			X
Contract Total		**$12,300,469.00**			

This notice of planned funding amounts is provided **for informational purposes only and is not intended to create a binding contract.** DSHS, at its sole discretion, may deem it necessary to adjust the funding amounts while in the process of developing the contract. The final contractual

rate and funding amounts will be set forth in your final contract with DSHS.

This notice does not relieve the agency from seeking additional approvals as required by WIC Policy.

Requests for purchases should be submitted electronically to the Contract Development and Support Branch email box at: cdsb@dshs.state.tx.us.

Questions concerning billing should be directed to Contract Development and Support Branch WIC voucher processing staff at WicVouchers@dshs.state.tx.us.

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above.

Sincerely,

Evelyn Delgado, Acting WIC Director
Nutrition Services Section

Zimbra **magueGonzalez@wic.co.hidalgo.tx.us**

Fwd: Participation rate

From : Clarissa Ramirez <clarissa.ramirez@wic.co.hidalgo.tx.us> Mon, Sep 19, 2016 02:08 PM
Subject : Fwd: Participation rate 1 attachment
To : Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>

Clarissa Ramirez
Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646

From: "Yu Vonda Galloway (DSHS)" <Yu-Vonda.Galloway@dshs.state.tx.us>
To: "clarissa ramirez" <clarissa.ramirez@wic.co.hidalgo.tx.us>
Cc: "Elsa Rodriguez (DSHS)" <Elsa.Rodriguez@dshs.state.tx.us>
Sent: Wednesday, September 14, 2016 5:12:37 PM
Subject: RE: Participation rate

Clarissa,

The 2017 Base Rate is $12.80 and the Adjusted Rate for LA #12 is at $12.80. Note: which happens to be the same for this LA.

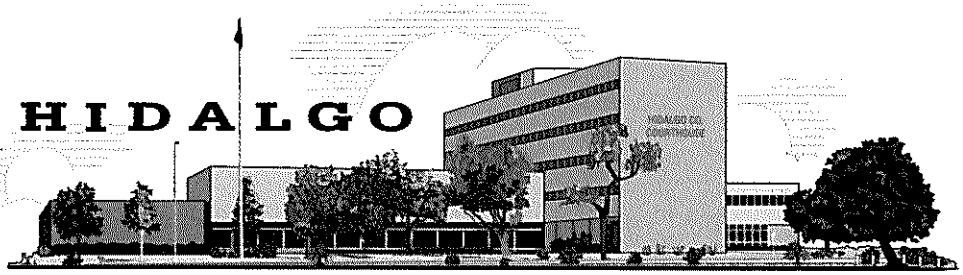
Yu Vonda D. Galloway, CICM
Financial Analyst
DSHS –Nutrition Services Section
WIC Program
Phone: (512) 341-4573
Fax: (512) 341-4447
Yu-Vonda.Galloway@dshs.texas.gov

From: Rodriguez,Elsa (DSHS)
Sent: Wednesday, September 14, 2016 5:06 PM
To: Galloway,Yu Vonda (DSHS) <Yu-Vonda.Galloway@dshs.state.tx.us>
Subject: Fwd: Participation rate

YuVonda would you please send the information to Clarissa.

Thx,
Elsa Rodriguez, Clinic Services Group

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 23, 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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT		
$10,700,000.00	Award No. 2017-_____	NSS/WIC Local Agency-WIC Admin
$ 821,302.00	Award No. 2017-_____	NSS/WIC Local Agency-Peer Counselor
$ 60,000.00	Award No. 2017-_____	NSS/WIC Local Agency-Registered Dietician
$ 50,500.00	Award No. 2017-_____	NSS/WIC Local Agency-Lactation Services
$ 289,000.00	Award No. 2017-_____	NSS/WIC Local Agency-Lactation Center
$ 30,000.00	Award No. 2017-_____	NSS/WIC Local Agency-Peer Dad

CERTIFIED BY"

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/26/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-56405 **WIC** **16. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC ADM - Program 001 (1292):
1. Approval to accept the FY 2017 WIC Admin. Grant award in the amount of $10,700,000.00,commencing October 1,2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue the provision of WIC Services for FY 2017 commencing October 1, 2016 - September 30,2017.
3. Approval of Certification of Revenues in the amount of $10,700,000.00 as certified by the County Auditor for the FY 2017 WIC Admin. Grant.
4. Approval of appropriation of funds in the amount $10,700,00.00 for the FY 2017 WIC Admin. Grant.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC BF - Program 002 (1292):
1. Approval to accept the FY 2017 WIC BF Peer Counselor Grant in the amount of $821,302.00 commencing October 1, 2016 -September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC BF Peer Counselor Program for FY 2017 commencing October 1, 2016 - September 30, 2017.
3. Approval of Certification of Revenues in the amount f $821,302.00 as certified by the County Auditor for the FY 2017 WIC BF Peer Counselor Grant.
4. Approval of appropriation of funds in the amount o $821,302.00 for the FY 2017 WIC BF Peer Counselor Grant.
5. Approval of the following actions:

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Change in Funding Source	350-002	0001	Peer Counselor II	$25,830.00	$0.00	($25,830.00)
Change in Funding Source	350-002	0026	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)

Change in Funding Source	350-002	0027	Community Peer Counselor	$26,794.00	$0.00	($26,794.00)
Change in Funding Source	350-002	0035	Peer Counselor Manager	$0.00	$28,836.00	$28,836.00
Change in Funding Source	350-002	0036	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Change in Funding Source	350-002	0037	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Create	350-002	0038	BF Coordinator Assistant	$0.00	$36,000.00	$36,000.00

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

WIC Registered Dietician - Program 012 (1292):
1. Approval to accept the FY 2017 WIC Registered Dietician Grant award in the amount of $60,000.00 commencing October 1, 2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provisions of the WIC Registered Dietician for the FY 2017 commencing October 1, 2016 - September 30, 2017.
3. Approval of Certification of Revenues in the amount of $60,000.00 as certified by the County Auditor for the FY 2017 WIC Registered Dietician Grant.
4. Approval of appropriation of funds in the amount of $60,000.00 for the FY 2017 WIC Registered Dietician Grant.
5.Approval to revise the salary schedule in the accordance with Commissioners' Court action.

WIC Lactation Services - Program 013 (1292):
1. Approval to accept the FY 2017 WIC Lactation Services Grant award in the amount of $50,500.00 commencing October 1, 2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provisions of the WIC Lactation Services Program for FY 2017 commencing October 1, 2016 -September 30, 2017.
3.Approval of Certification of Revenues in the amount of $50,500.00 as certified by the County Auditor for the FY 2017 WIC Lactation Services Grant.
4. Approval of appropriation of funds in the amount of $50,500.00 for the WIC Lactation Services Grant.

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

WIC Lactation Center - Program 017 (1292):
1. Approval to accept the FY 2017 WIC Lactation Center Grant in the amount of $289,000.00 commencing October 1, 2016 - September 30, 2017 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Center Grant for the FY 2017 commencing October 1, 2017 - September 30, 2017.
3. Approval of Certification of Revenues in the amount of $289,000.00 as certified by County Auditor for the FY 2017 WIC Lactation Center Grant
4. Approval of appropriation of funds in the amount of $289,000.00 for the WIC Lactation Center Grant.
5. Approval of the following actions:

Action	Dept./Prog.	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Change in Funding Source	350-017	0002	Peer Counselor Manager	$28,836.00	$0.00	($28,836.00)
Change in Funding Source	350-017	0003	Peer Counselor I	$21,638.00	$0.00	($21,638.00)
Change in Funding Source	350-017	0004	Peer Counselor I	$21,638.00	$0.00	($21,638.00)
Change in Funding Source	350-017	0006	Peer Counselor II	$0.00	$25,830.00	$25,830.00
Change in Funding Source	350-017	0007	Community Peer Counselor	$0.00	$26,794.00	$26,794.00
Change in Funding Source	350-017	0008	Community Peer Counselor	$0.00	$26,794.00	$26,794.00

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

WIC Peer Dad - Program 019 (1292):
1. Approval to accept the FY 2017 Peer Dad Grant in the amount of $30,000.00 commencing October 1, 2016 - August 30, 2017 pending receipt of contract documents.

2. Requesting authorization to continue provisions of the Peer Dad Grant for the FY 2017 commencing October 1, 2016- August 30, 2017.
3. Approval of Certification of Revenues in the amount of $30,000.00 for the Peer Dad Grant.
4. Approval of appropriation of funds in the amount $30,000.00 for the FY 2017 Peer Dad Grant.

BACKGROUND

ATTACHMENTS:
FY 2017 WIC Local Agency Funding Notice &
FY 2017 Base Participation Rate

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.001.7.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $10,700,000.00
WIC Administrative Revenues 6-1292-331-12-350-001-7-000
Base Rate is $12.80 per participant.
No County Match 100% Federal Funding.

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.002.7.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $821,302.00
WIC BF Peer Counselor Program Revenues 6-1292-331-12-350-002-7-000
No County Match-100% Federal Funded.

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.012.7.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $60,000.00
WIC Registered Dietitian Revenues 6-1292-331-12-350-012-7-000
No County Match - 100% Federal Funded.

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.013.7.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $50,500.00
WIC Lactation Services Revenues 6-1292-331-12-350-013-7-000
No County Match- 100% Federal Funded

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.017.7.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $289,000.00 for the Lactation Service Center.
WIC Lactation Center Revenues 6-1292-331-12-350-017-7-000.
No County Match - 100% Federal Funded.

FISCAL YEAR: 2017 **ACCT. #:** 6.1292.441.00.350.019.7.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount $30,000.00.
Peer Dad Grant Revenues 6-1292-331-12-350-019-7-000
No County Match- 100% Federal Funded

Attachments

FY 2017 LA Contract & Participation Rate
FY 2017 WIC Budget Amendment
2017 BF Budget Amendment
RD Budget Amendment FY2017
FY 2017 Lactation Services Budget Amendment
Peer Dad Budget Amendment FY 2017

Lactation Service Center BA FY 2017

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 08:02 AM
Human Resources	Diana Munoz	09/23/2016 10:56 AM
Budget & Management	Veronica Ortiz	09/23/2016 11:09 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Margarita Gonzalez Started On: 09/15/2016 05:32 PM
Final Approval Date: 09/23/2016

Itsayana Vallejo

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Friday, September 23, 2016 4:40 PM
To: Itsayana Vallejo
Cc: Deborah Fischer
Subject: Certification of Revenue's

Itzi, I would like to request a Certification of Revenue's for all the WIC Grants for FY 17.

Margarita Gonzalez
Grants Accounting Supervisor
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

JOHN HELLERSTEDT, M.D.
COMMISSIONER

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

September 12, 2016

Clarissa Ramirez
WIC Director
LA #12, Hidalgo Co Health and Human Services
3105 West University Drive
Edinburg, TX 78539

RE: Notice of Planned Funding for FY17 WIC Local Agency Contract

Dear Ms. Ramirez:

This letter is to notify you that your organization's FY 2017 WIC Local Agency contract is currently being prepared by the Department of State Health Services.

In order to assist your organization with budgeting approval, the table below outlines the planned funding within your individual projects.

Project	Project Contact	Planned Funding	Type of Allocation		
			Admin	Nutrition Education	Breastfeeding
WIC Funding	Yu Vonda Galloway yu-vonda.galloway@dshs.state.tx.us (512) 341-4573	**$11,049,667.00**	X	X	X
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$821,302.00**			X
Registered Dietitian	Kelley Reed kelley.reed@dshs.state.tx.us (512) 341-4580	**$60,000.00**	X	X	X
Lactation Services	Faith Njoroge faith.njoroge@dshs.state.tx.us (512) 341-4575	**$50,500.00**			X
Lactation Center	Tracy Erickson tracy.erickson@dshs.state.tx.us (512) 341-4521	**$289,000.00**			X
Peer Dad	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$30,000.00**			X
Contract Total		**$12,300,469.00**			

This notice of planned funding amounts is provided **for informational purposes only and is not intended to create a binding contract.** DSHS, at its sole discretion, may deem it necessary to adjust the funding amounts while in the process of developing the contract. The final contractual

rate and funding amounts will be set forth in your final contract with DSHS.

This notice does not relieve the agency from seeking additional approvals as required by WIC Policy.

Requests for purchases should be submitted electronically to the Contract Development and Support Branch email box at: cdsb@dshs.state.tx.us.

Questions concerning billing should be directed to Contract Development and Support Branch WIC voucher processing staff at WicVouchers@dshs.state.tx.us.

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above.

Sincerely,

Evelyn Delgado, Acting WIC Director
Nutrition Services Section

Zimbra **magueGonzalez@wic.co.hidalgo.tx.us**

Fwd: Participation rate

From : Clarissa Ramirez <clarissa.ramirez@wic.co.hidalgo.tx.us> Mon, Sep 19, 2016 02:08 PM
Subject : Fwd: Participation rate 1 attachment
To : Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>

Clarissa Ramirez
Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646

From: "Yu Vonda Galloway (DSHS)" <Yu-Vonda.Galloway@dshs.state.tx.us>
To: "clarissa ramirez" <clarissa.ramirez@wic.co.hidalgo.tx.us>
Cc: "Elsa Rodriguez (DSHS)" <Elsa.Rodriguez@dshs.state.tx.us>
Sent: Wednesday, September 14, 2016 5:12:37 PM
Subject: RE: Participation rate

Clarissa,

The 2017 Base Rate is $12.80 and the Adjusted Rate for LA #12 is at $12.80. Note: which happens to be the same for this LA.

Yu Vonda D. Galloway, CICM
Financial Analyst
DSHS –Nutrition Services Section
WIC Program
Phone: (512) 341-4573
Fax: (512) 341-4447
Yu-Vonda.Galloway@dshs.texas.gov

From: Rodriguez,Elsa (DSHS)
Sent: Wednesday, September 14, 2016 5:06 PM
To: Galloway,Yu Vonda (DSHS) <Yu-Vonda.Galloway@dshs.state.tx.us>
Subject: Fwd: Participation rate

YuVonda would you please send the information to Clarissa.

Thx,
Elsa Rodriguez, Clinic Services Group

DATE: 9/22/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.001.7.XXX WIC ADMIN.

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.001.7.112	Salaries	104,265.00
6.1292.441.00.350.001.7.113	Perm F/T Employees	5,796,026.00
6.1292.441.00.350.001.7.114	Perm P/T Employees	260,470.00
6.1292.441.00.350.001.7.115	Longevity	113,400.00
6.1292.441.00.350.001.7.211	Health Insurance	1,228,500.00
6.1292.441.00.350.001.7.212	Life Insurance	7,325.00
6.1292.441.00.350.001.7.220	FICA	496,463.00
6.1292.441.00.350.001.7.230	Retirement	744,370.00
6.1292.441.00.350.001.7.250	Unemployment	38,939.00
6.1292.441.00.350.001.7.260	Workers Comp	56,263.00
6.1292.441.00.350.001.7.310	Indirect Costs	480,000.00
6.1292.441.00.350.001.7.340	Hauling & Freight	7,800.00
6.1292.441.00.350.001.7.411	Water /Sewer	12,000.00
6.1292.441.00.350.001.7.412	Cable /TV	15,000.00
6.1292.441.00.350.001.7.413	Survellance & Security	20,000.00
6.1292.441.00.350.001.7.421	Disposal	20,000.00
6.1292.441.00.350.001.7.425	Pest Control	1,000.00
6.1292.441.00.350.001.7.430	Bldg.Repair & R&M Service	60,000.00
6.1292.441.00.350.001.7.441	Land & Bldg.Rental	471,221.00
6.1292.441.00.350.001.7.442	Equip & Vehicle Rental	15,000.00
6.1292.441.00.350.001.7.520	Other Insurance	50,000.00
6.1292.441.00.350.001.7.531	Telephone	130,000.00
6.1292.441.00.350.001.7.532	Wireless devices	15,000.00
6.1292.441.00.350.001.7.534	Internet	20,000.00
6.1292.441.00.350.001.7.535	Postage	30,000.00
6.1292.441.00.350.001.7.540	Advertising	5,000.00
6.1292.441.00.350.001.7.550	Printing	5,000.00
6.1292.441.00.350.001.7.581	In County Travel	16,000.00

6.1292.441.00.350.001.7.583	Travel Out Of County	18,000.00
6.1292.441.00.350.001.7.584	Registration	10,000.00
6.1292.441.00.350.001.7.610	Office & Computer Supplies	163,000.00
6.1292.441.00.350.001.7.622	Electricity	100,000.00
6.1292.441.00.350.001.7.626	Gas/Diesel	10,000.00
6.1292.441.00.350.001.7.631	Bottle Water	10,000.00
6.1292.441.00.350.001.7.640	Reference Materials	1,000.00
6.1292.441.00.350.001.7.660	Furnishing & Equipment	9,221.00
6.1292.441.00.350.001.7.780	Capital Lease	156,737.00
6.1292.441.00.350.001.7.810	Dues & Memberships	2,000.00
6.1292.441.00.350.001.7.811	License & Permits	1,000.00
6.1292.331.12.350.001.7.XXX	WIC Program Revenue	10,700,000.00
	TOTAL FUND BALANCE IMPACT	10,700,000.00

REASON: Appropriate the FY2017 WIC Admin. grant award for the full grant cycle.

DATE: 9/22/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.002.7.XXX BF Peer Counselor

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.002.7.113	Salaries of F/T Employees	556,317.00
6.1292.441.00.350.002.7.115	Longevity	7,260.00
6.1292.441.00.350.002.7.211	Health Insurance	138,600.00
6.1292.441.00.350.002.7.212	Life Insurance	827.00
6.1292.441.00.350.002.7.220	FICA	43,676.00
6.1292.441.00.350.002.7.230	Retirement	65,486.00
6.1292.441.00.350.002.7.250	Unemployment Compensation	3,426.00
6.1292.441.00.350.002.7.260	Workers Comp	5,710.00
6.1292.441.00.350.002.7.532	Wireless Device	0.00
6.1292.441.00.350.002.7.581	In County Travel	0.00
6.1292.441.00.350.002.7.583	Out of County Travel	0.00
6.1292.441.00.350.002.7.584	Registration	0.00
6.1292.441.00.350.002.7.610	General Supplies	0.00
6.1292.331.12.350.002.7.XXX	WIC BF Program Revenues	6.122.441.00.350.002.7.xxx
	TOTAL FUND BALANCE IMPACT	821,302.00

REASON: Appropriate the FY2017 BF Peer Counselor grant award for the full grant cycle.

DATE: 9/21/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.012.7.XXX REGISTERED DIETICIAN

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.012.7.113	Salaries	45,920.00
6.1292.441.00.350.012.7.211	Health Insurance	6,300.00
6.1292.441.00.350.012.7.212	Life Insurance	38.00
6.1292.441.00.350.012.7.220	FICA	3,513.00
6.1292.441.00.350.012.7.230	Retirement	3,521.00
6.1292.441.00.350.012.7.250	Unemployment	276.00
6.1292.441.00.350.012.7.260	Workers Comp	432.00
6.1292.331.12.350.013.7.XXX	WIC Program Revenue	60,000.00
	TOTAL FUND BALANCE IMPACT	60,000.00

REASON: Appropriate grant FY 2017 Registered Dietitian grant award for the full grant cycle.

DATE: 9/22/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.013.7.XXX LACTATION SERVICES

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.013.7.113	Salaries	37,600.00
6.1292.441.00.350.013.7.115	Longevity	0.00
6.1292.441.00.350.013.7.211	Health Insurance	5,127.00
6.1292.441.00.350.013.7.212	Life Insurance	31.00
6.1292.441.00.350.013.7.220	FICA	2,869.00
6.1292.441.00.350.013.7.230	Retirement	4,295.00
6.1292.441.00.350.013.7.250	Unemployment	225.00
6.1292.441.00.350.013.7.260	Workers comp.	353.00
6.1292.331.12.350.013.7.XXX	WIC Lactation Program Revenue	6-1292-441-00-350-001-7-xxx
	TOTAL FUND BALANCE IMPACT	50,500.00

REASON: Appropriate the FY2017 Lactation Services grant award for the full grant cycle.

DATE: 9/19/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.019.7.XXX PEER DAD

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.019.7.114	Salaries	19,783.09
6.1292.441.00.350.019.7.211	Health Insurance	6,130.94
6.1292.441.00.350.019.7.212	Life Insurance	37.56
6.1292.441.00.350.019.7.220	FICA	1,558.55
6.1292.441.00.350.019.7.230	Retirement	2,154.93
6.1292.441.00.350.019.7.250	Unemployment	122.24
6.1292.441.00.350.019.7.260	Workers Comp	212.69
6.1292.331.12.350.019.7.XXX	WIC Program Revenue	30,000.00
	TOTAL FUND BALANCE IMPACT	30,000.00

REASON: Appropriate grant FY 2017 Peer Dad grant award for the full grant cycle 8/30/17.

DATE: 9/22/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.017.7.XXX LACTATION SERVICE CENTER

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.017.7.113	Perm F/T Employees	169,399.00
6.1292.441.00.350.017.7.114	Perm P/T Employees	12,480.00
6.1292.441.00.350.017.7.115	Longevity	1,080.00
6.1292.441.00.350.017.7.211	Health Insurance	31,500.00
6.1292.441.00.350.017.7.212	Life Insurance	188.00
6.1292.441.00.350.017.7.220	FICA	13,997.00
6.1292.441.00.350.017.7.230	Retirement	20,986.00
6.1292.441.00.350.017.7.250	Unemployment	1,098.00
6.1292.441.00.350.017.7.260	Workers Comp	1,830.00
6.1292.441.00.350.017.7.412	Cable /TV	1,000.00
6.1292.441.00.350.017.7.441	Building Rental	12,000.00
6.1292.441.00.350.017.7.531	Telephone	796.00
6.1292.441.00.350.017.7.532	Wireless Device	1,755.00
6.1292.441.00.350.017.7.550	Printing	2,951.00
6.1292.441.00.350.017.7.581	In County Travel	2,000.00
6.1292.441.00.350.017.7.583	Out of County Travel	3,000.00
6.1292.441.00.350.017.7.584	Registration	2,000.00
6.1292.441.00.350.017.7.622	Electricity	3,700.00
6.1292.441.00.350.017.7.610	General Supplies	6,240.00
6.1292.441.00.350.017.7.640	Reference Materials	1,000.00
6.1292.331.12.350.017.7.XXX	WIC Program Revenue	289,000.00
	TOTAL FUND BALANCE IMPACT	289,000.00

REASON: Appropriate the FY2017 Lactation Service Center grant award for full grant cycle.

AI-56364 **Purchasing Department** **13. K.**

CC CONSENT

Meeting Date: 09/27/2016

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

WIC Program:
Approval of the one (1) year extension as provided under C-16-014-02-16 with Kalifa's Western Wear, Inc. for the provision of "Lease Office Space for City of McAllen, for Hidalgo County WIC Program, under the same rates, terms and conditions, and subject to compliance with HB1295 & HB23 if and when applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 6-1292-441-00-350-001-7-441

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

BUDGETARY IMPACT:

FY17 WIC funding will be utilized

Attachments

KALIFA'S-EXTENSION LETTER

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	09/15/2016 02:13 PM
Final Approval		
Form Started By: Rocio Villarreal		Started On: 09/14/2016 10:03 AM

AI-56398 **Purchasing Department** **13. H.**

CC CONSENT

Meeting Date: 09/27/2016

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

WIC Program

Approval of the one (1) year extension as provided under E-15-339-09-15 with GBB Rentals, Ltd., for the provision of "Lease Office Space for City of Alamo, for Hidalgo County WIC Program, under the same rates, terms and conditions, and subject to compliance with HB1295 & HB23 if and when applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 6-1292-441-00-350-001-7-441

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

BUDGETARY IMPACT:

Attachments

GBB Rentals-Extension Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2016 08:59 AM
Linda Flores	Linda Flores	09/21/2016 01:42 PM
Final Approval		
Form Started By: Rocio Villarreal		Started On: 09/15/2016 02:57 PM

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:	WIC/350	**DATE:**	9/27/2016
CURRENT POSITION TITLE:	PEER COUNSELOR I	**CURRENT SLOT #:**	017-003 & 017-004
REQUESTED POSITION TITLE:	PEER COUNSELOR I		DT 002-037 & 002-038 6

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in Funding Source

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

POSITION SALARY REQUEST:

Account No.	No. of Positions	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Net Change
350-017	2	$ 21,638.00 X 2	$ 0.00	$ (43,276.00)
350-002	2	0.00	21,638.00 X 2	43,276.00

Position to be funded from one of the following:

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

☒ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		**FLSA:**	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒

RECEIVED
SEP 26 2016
HUMAN RESOURCES

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

TO PLACE EMPLOYEES IN THE PROPER PROGRAM AS PER THEIR ASSIGNED DUTIES.

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

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

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

Budgetary & Accounting concern matter. (R-2)

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Clara S DEPARTMENT HEAD	9/26/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐ NO
2.	[signature] HUMAN RESOURCES DIRECTOR	9/26/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	9/26/2016 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:	WIC/350	**DATE:**	9/27/2016
CURRENT POSITION TITLE:	PEER COUNSELOR II	**CURRENT SLOT #:**	002-001
REQUESTED POSITION TITLE:	PEER COUNSELOR II		017-006 DT

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change in Funding Source

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

POSITION SALARY REQUEST:

Account No.	No. of Positions	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Net Change
350-002	1	$ 25,830.00	$ 0.00	$ (25,830.00)
350-017	1	0.00	25,830.00	25,830.00

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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SEP 26 2016
HUMAN RESOURCES

CIVIL SERVICE:		**FLSA:**	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]

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

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

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

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGETARY AND ACCOUNTING MATTER.

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/26/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	9/26/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/26/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:	WIC/350	**DATE:**	9/27/2016
CURRENT POSITION TITLE:	COMMUNITY PEER COUNSELOR	**CURRENT SLOT #:**	002-026 & 002-027
REQUESTED POSITION TITLE:	COMMUNITY PEER COUNSLEOR		017 - 007 & 017 - 008 ST

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in Funding Source

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

POSITION SALARY REQUEST:

Account No.	No. of Positions	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Net Change
350-002	2	$ 26,794.00 X 2	$ 0.00	$ (53,588.00)
350-017	2	0.00	26,794.00 X 2	53,588.00

Position to be funded from one of the following:

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

☒ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		**FLSA:**	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒

RECEIVED
SEP 26 2016
HUMAN RESOURCES

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

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

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

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

Budgetary and Accounting Matter (R)

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/26/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	9/26/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/26/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:	WIC/350	**DATE:**	9/27/2016
CURRENT POSITION TITLE:	PEER COUNSELOR MANAGER	**CURRENT SLOT #:**	017-002
REQUESTED POSITION TITLE:	PEER COUNSELOR MANAGER		~~350~~ - 002 - DT 0035 05

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change in Funding Source

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

POSITION SALARY REQUEST:

Account No.	No. of Positions	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Net Change
350-017	1	$ 28,836.00	$ 0.00	$ (28,836.00)
350-002	1	0.00	28,836.00	28,836.00

Position to be funded from one of the following:

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

☒ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		**FLSA:**	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒

RECEIVED
SEP 26 2016
HUMAN RESOURCES

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

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

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

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGETARY AND ACCOUNTING MATTER (R)

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/26/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	HUMAN RESOURCES DIRECTOR	9/26/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/26/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC/350 - 002 BF Program **DATE:** 9-27-16

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 002-038

REQUESTED POSITION TITLE:
(For new positions or reclassifications) ~~Breastfeeding~~ Coordinator Assistant BF or

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 36,000.00 (Proposed Budgeted Salary) $ ~~0~~ + 36,000.00 (Net Change) for

Position to be funded from one of the following:

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

☐ Other _____

RECEIVED SEP 21 2016 HUMAN RESOURCES

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

Increased workload with the WIC Peer Counselor program and Lactation Center.

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

sdfsdfsdf See job description attached.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	9/21/16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. sdfgsdfg HUMAN RESOURCES DIRECTOR	9/26/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/26/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY WIC PROGRAM

BF OT
~~BREASTFEEDING~~ COORDINATOR ASSISTANT

GENERAL DESCRIPTION

Responsible for assisting Breastfeeding Coordinator with the monitoring of breastfeeding program activities.

Trains and oversees peer counselor activities and assists in the overall program planning and management. Works under limited supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides monthly training to peer counselors at the program meetings

Provides breastfeeding training of WIC staff and peer counselors as needed

Maintains complete case files on each client

Assist in Breastfeeding promotion activities for the agency

Determines need for, issues, tracks, and retrieves breast-pumps and breastfeeding aids/incentives

Prepares monthly and yearly breastfeeding apparatus reports

Counsels participants with breastfeeding situations requiring special assistance

Manages client caseload; matches peer counselors with clients deemed appropriate for services

Monitors and evaluates client progress toward completion of assistance plan, amending and revising plan as necessary

Monitors peer counselors for compliance with WIC policies and procedures

Prepares, schedule and supports delivery of interactive counseling education curriculum to facilitate staff learning about typical program issues and counseling techniques

Maintains records and other required paperwork as necessary

Will conduct home visits as needed

Depending on program assigned, may assist in breastfeeding training of WIC staff and potential breastfeeding resource to WIC staff and community

Performs other related work as assigned by WIC Director

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years of PC experience, 2 years Hospital/BF promotion experience related to the department/program

Previous administration/management experience preferred

Graduation from a high school or equivalent (GED)

Associate's degree in social services or related field

Three (3) years of experience may be substituted for one (1) years of education

Completion of Peer Counselor Training "Loving Support through Peer Counseling: A Journey Together"

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

May require certifications in various fields depending on department assigned; if hired by the WIC department, may require a lactation certificate and other continuing education

Knowledge, Skills, and Abilities

Must have the ability to read, write and comprehend English and Spanish language

Bilingual (Spanish and English) with ability to converse fluently in both languages

Well organized and detail oriented

Ability to understand and adhere to confidentiality laws and expectations

Ability to follow directions from a supervisor

Ability to follow department's policies and procedures

Must have transportation and telephone availability

Skills and competence to establish supportive, trusting relationships and respect for participants' right to self-determination and their personal preferences

Ability to explain rules, regulations and policies of the program in terms understood by clients and the general public

Ability to exercise considerable discretion in handling confidential files

Ability to manage inventory/property

Ability to document and keep accurate records

Be able to use a personal computer, including use of Word, Excel, and the internet; knowledge of access helpful

If hired by the WIC department: Ability to operate and instruct patients about Breast pumps, manual and electric; Ability to provide breastfeeding training to staff

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DATE: 9/22/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.013.7.XXX LACTATION SERVICES

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.013.7.113	Salaries	37,600.00
6.1292.441.00.350.013.7.115	Longevity	0.00
6.1292.441.00.350.013.7.211	Health Insurance	5,127.00
6.1292.441.00.350.013.7.212	Life Insurance	31.00
6.1292.441.00.350.013.7.220	FICA	2,869.00
6.1292.441.00.350.013.7.230	Retirement	4,295.00
6.1292.441.00.350.013.7.250	Unemployment	225.00
6.1292.441.00.350.013.7.260	Workers comp.	353.00
6.1292.331.12.350.013.7.000	WIC Lactation Program Revenue	50,500.00
	TOTAL FUND BALANCE IMPACT	50,500.00

REASON: Appropriate the FY2017 Lactation Services grant award for the full grant cycle.

DATE: 9/22/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.017.7.XXX LACTATION SERVICE CENTER

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.017.7.113	Perm F/T Employees	169,399.00
6.1292.441.00.350.017.7.114	Perm P/T Employees	12,480.00
6.1292.441.00.350.017.7.115	Longevity	1,080.00
6.1292.441.00.350.017.7.211	Health Insurance	31,500.00
6.1292.441.00.350.017.7.212	Life Insurance	188.00
6.1292.441.00.350.017.7.220	FICA	13,997.00
6.1292.441.00.350.017.7.230	Retirement	20,986.00
6.1292.441.00.350.017.7.250	Unemployment	1,098.00
6.1292.441.00.350.017.7.260	Workers Comp	1,830.00
6.1292.441.00.350.017.7.412	Cable /TV	1,000.00
6.1292.441.00.350.017.7.441	Building Rental	12,000.00
6.1292.441.00.350.017.7.531	Telephone	796.00
6.1292.441.00.350.017.7.532	Wireless Device	1,755.00
6.1292.441.00.350.017.7.550	Printing	2,951.00
6.1292.441.00.350.017.7.581	In County Travel	2,000.00
6.1292.441.00.350.017.7.583	Out of County Travel	3,000.00
6.1292.441.00.350.017.7.584	Registration	2,000.00
6.1292.441.00.350.017.7.622	Electricity	3,700.00
6.1292.441.00.350.017.7.610	General Supplies	6,240.00
6.1292.441.00.350.017.7.640	Reference Materials	1,000.00
6.1292.331.12.350.017.7.000	WIC Program Revenue	289,000.00
	TOTAL FUND BALANCE IMPACT	289,000.00

REASON: Appropriate the FY2017 Lactation Service Center grant award for full grant cycle.

DATE: 9/19/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.019.7.XXX PEER DAD

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.019.7.114	Salaries	19,783.09
6.1292.441.00.350.019.7.211	Health Insurance	6,130.94
6.1292.441.00.350.019.7.212	Life Insurance	37.56
6.1292.441.00.350.019.7.220	FICA	1,558.55
6.1292.441.00.350.019.7.230	Retirement	2,154.93
6.1292.441.00.350.019.7.250	Unemployment	122.24
6.1292.441.00.350.019.7.260	Workers Comp	212.69
6.1292.331.12.350.019.7.000	WIC Program Revenue	30,000.00
	TOTAL FUND BALANCE IMPACT	30,000.00

REASON: Appropriate grant FY 2017 Peer Dad grant award for the full grant cycle 8/30/17.

DATE: 9/21/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.012.7.XXX REGISTERED DIETICIAN

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.012.7.113	Salaries	45,920.00
6.1292.441.00.350.012.7.211	Health Insurance	6,300.00
6.1292.441.00.350.012.7.212	Life Insurance	38.00
6.1292.441.00.350.012.7.220	FICA	3,513.00
6.1292.441.00.350.012.7.230	Retirement	3,521.00
6.1292.441.00.350.012.7.250	Unemployment	276.00
6.1292.441.00.350.012.7.260	Workers Comp	432.00
6.1292.331.12.350.012.7.000	WIC Program Revenue	60,000.00
	TOTAL FUND BALANCE IMPACT	60,000.00

REASON: Appropriate grant FY 2017 Registered Dietitian grant award for the full grant cycle.

DATE: 9/22/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.002.7.XXX BF Peer Counselor

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.002.7.113	Salaries of F/T Employees	556,317.00
6.1292.441.00.350.002.7.115	Longevity	7,260.00
6.1292.441.00.350.002.7.211	Health Insurance	138,600.00
6.1292.441.00.350.002.7.212	Life Insurance	827.00
6.1292.441.00.350.002.7.220	FICA	43,676.00
6.1292.441.00.350.002.7.230	Retirement	65,486.00
6.1292.441.00.350.002.7.250	Unemployment Compensation	3,426.00
6.1292.441.00.350.002.7.260	Workers Comp	5,710.00
6.1292.441.00.350.002.7.532	Wireless Device	0.00
6.1292.441.00.350.002.7.581	In County Travel	0.00
6.1292.441.00.350.002.7.583	Out of County Travel	0.00
6.1292.441.00.350.002.7.584	Registration	0.00
6.1292.441.00.350.002.7.610	General Supplies	0.00
6.1292.331.12.350.002.7.000	WIC BF Program Revenues	821,302.00
	TOTAL FUND BALANCE IMPACT	821,302.00

REASON: Appropriate the FY2017 BF Peer Counselor grant award for the full grant cycle.

DATE: 9/22/2016

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 6.1292.441.00.350.001.7.XXX WIC ADMIN.

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
6.1292.441.00.350.001.7.112	Salaries	104,265.00
6.1292.441.00.350.001.7.113	Perm F/T Employees	5,796,026.00
6.1292.441.00.350.001.7.114	Perm P/T Employees	260,470.00
6.1292.441.00.350.001.7.115	Longevity	113,400.00
6.1292.441.00.350.001.7.211	Health Insurance	1,228,500.00
6.1292.441.00.350.001.7.212	Life Insurance	7,325.00
6.1292.441.00.350.001.7.220	FICA	496,463.00
6.1292.441.00.350.001.7.230	Retirement	744,370.00
6.1292.441.00.350.001.7.250	Unemployment	38,939.00
6.1292.441.00.350.001.7.260	Workers Comp	56,263.00
6.1292.441.00.350.001.7.310	Indirect Costs	480,000.00
6.1292.441.00.350.001.7.340	Hauling & Freight	7,800.00
6.1292.441.00.350.001.7.411	Water /Sewer	12,000.00
6.1292.441.00.350.001.7.412	Cable /TV	15,000.00
6.1292.441.00.350.001.7.413	Survellance & Security	20,000.00
6.1292.441.00.350.001.7.421	Disposal	20,000.00
6.1292.441.00.350.001.7.425	Pest Control	1,000.00
6.1292.441.00.350.001.7.430	Bldg.Repair & R&M Service	60,000.00
6.1292.441.00.350.001.7.441	Land & Bldg.Rental	471,221.00
6.1292.441.00.350.001.7.442	Equip & Vehicle Rental	15,000.00
6.1292.441.00.350.001.7.520	Other Insurance	50,000.00
6.1292.441.00.350.001.7.531	Telephone	130,000.00
6.1292.441.00.350.001.7.532	Wireless devices	15,000.00
6.1292.441.00.350.001.7.534	Internet	20,000.00
6.1292.441.00.350.001.7.535	Postage	30,000.00
6.1292.441.00.350.001.7.540	Advertising	5,000.00
6.1292.441.00.350.001.7.550	Printing	5,000.00
6.1292.441.00.350.001.7.581	In County Travel	16,000.00

6.1292.441.00.350.001.7.583	Travel Out Of County	18,000.00
6.1292.441.00.350.001.7.584	Registration	10,000.00
6.1292.441.00.350.001.7.610	Office & Computer Supplies	163,000.00
6.1292.441.00.350.001.7.622	Electricity	100,000.00
6.1292.441.00.350.001.7.626	Gas/Diesel	10,000.00
6.1292.441.00.350.001.7.631	Bottle Water	10,000.00
6.1292.441.00.350.001.7.640	Reference Materials	1,000.00
6.1292.441.00.350.001.7.660	Furnishing & Equipment	9,221.00
6.1292.441.00.350.001.7.780	Capital Lease	156,737.00
6.1292.441.00.350.001.7.810	Dues & Memberships	2,000.00
6.1292.441.00.350.001.7.811	License & Permits	1,000.00
6.1292.331.12.350.001.7.000	WIC Program Revenue	10,700,000.00
	TOTAL FUND BALANCE IMPACT	10,700,000.00

REASON: Appropriate the FY2017 WIC Admin. grant award for the full grant cycle.

AI-56459 **Emergency Management** **17. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Requesting authority for Hidalgo County to submit a Certificate of Completion to the Texas Department of Public Safety- Texas Division of Emergency Management in accordance with the grant conditions for the TSSI Safe Room Project Hazard Mitigation Grant Program number DR-1791-331.
2. Request for approval for the County Judge to sign the required documentation.

BACKGROUND

All work claimed has been completed and all costs claimed have been paid in full.
Safe Shelter Grant DR-1791-331
*11/10/2015 AI-52131 – Approval to submit letter of withdrawal from the project to the Texas Department of Public Safety – Texas Division of Emergency Management.
*9/14/2015 Received letter from La Joya ISD requesting withdrawal from the grant. Decision was based on the fact that the project was advertised twice and the proposals received exceeded the Budgeted amount.
*8/10/15 The School Board voted to not to proceed with the project.
*3/31/2015 Presentation, discussion and authorization to submit the Direct Deposit Authorization and Designation of Applicant's Agent forms for the Hazard Mitigation Grant-Safe Shelter Initiative DR-1791-331 and Plan Grant DR-1999-022 for the purpose of updating records for the Texas Division of Emergency Management with authority for the County Judge to sign the required documents.
*10/14/2014 AI-46842 – Approval to submit request for an extension of the TSSI Grant #DR-1791-331 for an additional 12 months to complete the project.
*1/28/2014 AI-42805-(1) Approval of Certification of Revenues as certified by the County of Auditor. AI-42805-(2) Approval of the 2013 appropriation of funds for the TSSI Grant.
*7/9/2013 AI-39566-(A) Authorization for Hidalgo County to execute and sign the Project Officer Designation form for the Hazard Mitigation Grant. AI-39566-(B)

Authorization for Hidalgo County to execute and sign the Third Party Authorization form for the Hazard Mitigation Grant.
*2/15/2013 AI-36629-(1) Approval to accept the Safe Shelter grand on behalf of La Joya Independent School District (ISD) in the amount of $2,400,000.00 with a 25% match of $600,000 to be provided by La Joya ISD. AI-36629-(2) Approval to accept the Memorandum of Agreement (MOU) between Hidalgo County and La Joya ISD.
*9/25/2012 AI-34204- Approval to apply and submit for the Hazard Mitigation Grant Program/Texas State Shelter Initiative on behalf of the La Joya Independent School District with the authority for the County Judge to sign the required documentation.

Fiscal Impact

Attachments

certificate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:02 PM
Glinda Pacheco	Glinda Pacheco	09/21/2016 10:52 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Sandra Deleon		Started On: 09/19/2016 10:24 AM
Final Approval Date: 09/23/2016		

MITIGATION GRANT

CERTIFICATE OF COMPLETION

SUBGRANTEE:	Hidalgo County
HMGP NUMBER	DR-1791-331
FINAL PROJECT COST	$313,464.70
FEMA SHARE AUTHORIZED	$2,400,000.00
FEMA SHARE SPENT	$235,098.53
DATE PROJECT COMPLETED	August 5, 2016 Project Closeout date
ELEVATION CERTIFICATE	N/A
CERTIFICATE OF OCCUPANCY	N/A
SUBGRANTEE ID NUMBER	FIPS #: 215-99215-00

CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL WORK AND COSTS CLAIMED ARE ELIGIBLE IN ACCORDANCE WITH THE GRANT CONDITIONS, ALL WORK CLAIMED HAS BEEN COMPLETED, AND ALL COSTS CLAIMED HAVE BEEN PAID IN FULL.

SIGNED:

_____

APPLICANT'S AUTHORIZED REPRESENTATIVE

TITLE:

_____

DATE:

_____

AI-56363 **Elections Administration** **18. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Carlos Nieto,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion and/or action, including but not limited to Election updates

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/14/2016 09:19 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Carlos Nieto		Started On: 09/14/2016 09:11 AM
Final Approval Date: 09/23/2016		

AI-56527 **Elections Administration** **18. B.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

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

Palmview City Hall
400 W. Veterans Blvd.
Palmview, Texas

2. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the City of Edcouch to be held on November 8, 2016.

3. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the Donna Independent School District to be held on November 8, 2016.

4. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the La Joya Independent School District to be held on November 8, 2016.

5. Approval of 2016 General Elections Service Contract between the Hidalgo County Elections Department and the Weslaco Independent School District to be held on November 8, 2016.

BACKGROUND

Fiscal Impact

Attachments

Edcouch
Donna

La Joya
Weslaco

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2016 04:12 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Carlos Nieto		Started On: 09/21/2016 03:58 PM
Final Approval Date: 09/23/2016		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF EDCOUCH**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Noe H Cavazos
City Manager
City of Edcouch
PO Box 100
Edcouch, Texas 78538

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

CITY OF EDCOUCH
ENTITY

BY: _____

PRINT: NOE H. CAVAZOS

TITLE: CITY MANAGER

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: _____

PRINT: PETE DE LA CRUZ

TITLE: Finance + Grants Admin.

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA
Assistant District Attorney

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Edcouch
Alderman Place 1, 2 & 5/ Proposition

DATE: Nov. 8, 2016

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	1	$10.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	11	$110.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	*iVotronic Voting Machine(s)	**$150.00**	8	$600.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	2	$150.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$750.00**	1	$750.00
			Total iVotronic Coding Charges	$2,300.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	**$150.00**	2	$150.00
C	Printer Labels (2,571 per vote)	**$0.03**	5142	$154.26
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
			Total Electronic Poll Book Charges	$994.26
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	55	$30.25
	Election Day Combination Forms	**$0.55**	55	$30.25
	*Election Judge Kit for Early Voting	**$35.00**	1	$17.50
	*Election Judge Kit for Election Day	**$35.00**	1	$17.50
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	300	$60.00
			Total Supplies Charges	$189.50
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	500	$125.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	500	$200.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)	**$0.61**	500	$305.00
	Correspondence Postage	**$0.47**	1	0.47
			Total Mail & Ballot Service Charges	$1,630.47
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	**$14,890.36**		$7,445.18
	Payroll for Election Day Employees	**$1,389.55**		$694.78
			Total Payroll Charges	$8,139.96
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$350.00**	1	$350.00
			Total Ballot Board Charges	$350.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
			Total Canvass Report Charges	$0.00

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	179.75	$4.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	7	1258.25	$177.92
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	1	16.5	$0.40
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	7	115.5	$16.33
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$198.96
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		**$45.00**	1	$45.00
				Total Cell Phone Charges	$45.00
6.12				**Subtotal**	**$15,648.14**
				Administrative Fees (10%)	**$1,564.81**
	***Shared cost with County**			**ESTIMATED GRAND TOTAL**	**$17,212.96**

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **DONNA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

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ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

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(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

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(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

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(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

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SERVICES NOT PROVIDED BY COUNTY

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E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
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I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Maricela Valdez
Chief Financial Officer
Donna Independent School District
116 North 10th Street
Donna, Texas 78537

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 15 day of September, 2016

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA
Assistant District Attorney

DONNA INDEPENDENT SCHOOL DISTRICT
ENTITY

BY: _____

PRINT: FERNANDO CASTILLO

TITLE: SUPERINTENDENT

ATTEST

BY: _____

PRINT: MARI VALDEZ

TITLE: CHIEF FINANCIAL OFFICER

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Donna ISD Board Place 1, 2, 3, 4, 5 & 6		**DATE: Nov. 8, 2016**		
6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	6	$60.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	24	$240.00
F	Election Media per Polling Location(s)		**$100.00**	8	$800.00
G	*iVotronic Voting Machine(s)		**$150.00**	24	$1,800.00
G	*ADA iVotronic Voting Machine(s)		**$150.00**	8	$600.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$750.00**	1	$750.00
				Total iVotronic Coding Charges	**$4,700.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)		**$150.00**	8	$600.00
C	Printer Labels (22,073 per vote)		**$0.03**	44,146	$1,324.38
D	Username/Password - Per Polling Location		**$20.00**	8	$160.00
				Total Electronic Poll Book Charges	**$2,734.38**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	500	$275.00
	*Election Day Combination Forms		**$0.55**	500	$137.50
	*Election Judge Kit for Early Voting		**$35.00**	1	$17.50
	Election Judge Kit for Election Day		**$35.00**	7	$245.00
	Polling Location Map(s)		**$17.00**	8	$136.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	500	$100.00
				Total Supplies Charges	**$911.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	1200	$300.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	1200	$480.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	1200	$2,400.00
	Postage Mail-in-Ballots (per request)		**$0.61**	1200	$732.00
	Correspondence Postage		**$0.47**	7	3.29
				Total Mail & Ballot Service Charges	**$3,915.29**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	***Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		**$14,890.36**		$7,445.18
	Payroll for Election Day Employees		**$9,726.85**		$4,863.43
				Total Payroll Charges	**$12,308.61**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$350.00**	1	$350.00
				Total Ballot Board Charges	**$350.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	179.75	$4.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	7	1258.25	$177.92
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	7	115.5	$19.40
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	49	808.5	$800.25
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$1,001.89**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		**$45.00**	7	$315.00
				Total Cell Phone Charges	**$315.00**
6.12				**Subtotal**	**$28,036.16**
				Administrative Fees (10%)	**$2,803.62**
	***Shared cost with County**			**ESTIMATED GRAND TOTAL**	**$30,839.78**

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Alda T. Benavides
Superintendent of Schools
La Joya Independent School District
200 W. Expressway 83
La Joya, Texas 78560

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

LA JOYA INDEPENDENT SCHOOL DISTRICT
ENTITY

BY: _____

PRINT: ALDA T. BENAVIDES

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: _____

PRINT: _____

TITLE: _____

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: La Joya ISD Place 4, 5, 6 & 7 — **DATE: Nov. 8, 2016**

	Coding Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	12	$1,200.00
G	*iVotronic Voting Machine(s)	$150.00	48	$3,600.00
G	*ADA iVotronic Voting Machine(s)	$150.00	12	$900.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	$7,060.00

	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02 A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	$150.00	12	$900.00
C	Printer Labels (per vote)	$0.03	60,164	$1,804.92
D	Username/Password - Per Polling Location	$20.00	12	$240.00
			Total Electronic Poll Book Charges	$3,594.92

	Supplies	Price	Quantity	Total
6.03	Early Voting Combination Forms	$0.55	650	$357.50
	*Election Day Combination Forms	$0.55	650	$178.75
	*Election Judge Kit for Early Voting	$35.00	4	$70.00
	Election Judge Kit for Election Day	$35.00	8	$280.00
	Polling Location Map(s)	$17.00	12	$204.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	500	$100.00
			Total Supplies Charges	$1,190.25

	Mail & Ballot Service	Price	Quantity	Total
6.04	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	1000	$400.00
	Mail-in-Ballots Kit(s) per request	$2.00	600	$1,200.00
	Postage Mail-in-Ballots (per request)	$0.61	600	$366.00
	Correspondence Postage	$0.47	8	3.76
			Total Mail & Ballot Service Charges	$2,119.76

	Advertisements/Notices	Price	Quantity	Total
6.05	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00

	Polling Location Rental Fees	Price	Quantity	Total
6.06			0	$0.00
			Total Polling Location Rental Charges	$0.00

	*Payroll for Training and Election Poll Workers	Price	Total
6.07	Payroll for Early Voting Employees	$59,561.44	$29,780.72
	Payroll for Election Day Employees	$11,116.40	$5,558.20
		Total Payroll Charges	$35,338.92

	Payroll for Ballot Board	Price	Quantity	Total
6.08	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	$350.00

	Canvass Reports	Price	Quantity	Total
6.09	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
			Total Canvass Report Charges	$0.00

	Insurance	Hourly rate	Workers	Hours wrk	Total
6.10	Liability insurance for Early Voting Supervisors	$ 12.00	4	719	$69.02
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	28	5033	$2,846.66
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	8	132	$25.34
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	56	924	$1,045.23
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$3,986.26

	Cell Phones	Price	Quantity	Total
6.11	Verizon Wireless phone (subject to change with out notice)	$45.00	8	$360.00
			Total Cell Phone Charges	$360.00

6.12	Subtotal	$55,800.11
	Administrative Fees (10%)	$5,580.01
*Shared cost with County	ESTIMATED GRAND TOTAL	$61,380.12

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **WESLACO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Filomena Leo
Interim Superintendent
Weslaco Independent School District
319 W. Fourth Street
Weslaco, Texas 78599

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

WESLACO INDEPENDENT SCHOOL DISTRICT
ENTITY

BY: Filomena Leo

PRINT: FILOMENA LEO

TITLE: INTERIM SUPERINTENDENT

ATTEST

BY: _____

PRINT: _____

TITLE: _____

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Weslaco ISD Place 1, 2 & 3 — **DATE: Nov. 8, 2016**

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	9	$90.00
F	Election Media per Polling Location(s)		**$100.00**	8	$800.00
G	*iVotronic Voting Machine(s)		**$150.00**	7	$525.00
G	*ADA iVotronic Voting Machine(s)		**$150.00**	1	$75.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$750.00**	1	$750.00
				Total iVotronic Coding Charges	$2,720.00
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)		**$150.00**	8	$600.00
C	Printer Labels (29, 828 per vote)		**$0.03**	59,656	$1,789.68
D	Username/Password - Per Polling Location		**$20.00**	8	$160.00
				Total Electronic Poll Book Charges	$3,199.68
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	650	$357.50
	*Election Day Combination Forms		**$0.55**	650	$178.75
	*Election Judge Kit for Early Voting		**$35.00**	1	$17.50
	Election Judge Kit for Election Day		**$35.00**	7	$245.00
	Polling Location Map(s)		**$17.00**	8	$136.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	500	$100.00
				Total Supplies Charges	$1,034.75
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	450	$112.50
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	1200	$480.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	450	$900.00
	Postage Mail-in-Ballots (per request)		**$0.61**	450	$274.50
	Correspondence Postage		**$0.47**	7	3.29
				Total Mail & Ballot Service Charges	$1,770.29
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	$0.00
6.07	***Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		**$18,521.32**		$9,260.66
	Payroll for Election Day Employees		**$9,726.85**		$4,863.43
				Total Payroll Charges	$14,124.09
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$350.00**	1	$350.00
				Total Ballot Board Charges	$350.00
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
				Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	179.75	$4.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	9	1617.75	$294.11
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	7	115.5	$19.40
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	49	808.5	$800.25
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$1,118.08
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		**$45.00**	7	$315.00
				Total Cell Phone Charges	$315.00
6.12				Subtotal	$26,431.88
				Administrative Fees (10%)	$2,643.19
	*Shared cost with County			ESTIMATED GRAND TOTAL	$29,075.07

AI-56489 **Head Start** **19. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 10:09 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Linda Galaviz		Started On: 09/20/2016 09:14 AM
Final Approval Date: 09/23/2016		

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Grantee Board (Commissioners' Court) Members

FROM: Teresa Flores, Executive Director

SUBJECT: Community Representatives Appointments

DATE: September 20, 2016

In accordance with Head Start Performance Standards and the Hidalgo County By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6)**.

The current members of the Policy Council serving as Community Representatives nominated by the Grantee Board are as follows:

Commissioners' Court (Grantee Board Members)	Current Community Representatives	Years of Services
Ramon Garcia, County Judge	Martin "Doc" Castillo	1st Year- Nov. 2014 2nd Year- Oct. 2015
A.C. Cuellar, Jr. Commissioner, Pct. 1	Eva Watts	1st Year- Oct. 2013 2nd Year- Oct. 2014 3rd Year- Oct. 2015
Eduardo "Eddie" Cantu Commissioner, Pct. 2	Hilda Garza DeShazo	1st Year- Oct. 2015
Joe M. Flores Commissioner, Pct. 3	Jose Luis Trigo	1st Year- Dec. 2015
Joseph Palacios Commissioner, Pct. 4	Dr. Mario Salinas	1st Year- Oct. 2015

Your appointment for the 2016-2017 service year will be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws
Article V, Section 1 B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council member is formally installed, as per Article V, Section 3, Policy Council members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

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

(b) Policy group composition and formation.

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

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

(continued, next page...)

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

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

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

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

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

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

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

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

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

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

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

(coninued, next page...)

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

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

AI-56488 **Head Start** **19. B.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: HEAD START

Information

CAPTION

Approval to Enter into the Best and Final Negotiated Contract for Mental Health Services and Speech Interpreting Services:

Provider	Type of Service
Anita Sandoval	Mental Health
Growing Generations Together, Inc.dba, Growing Generations of South Texas	Mental Health
Amy Jane Hernansen, dba, Sign Language Services	Speech Interpreting

BACKGROUND

Policy Council Approval: 09.21.16

Fiscal Impact

Attachments

Mental Health-Speech Providers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 09:28 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Linda Galaviz		Started On: 09/20/2016 09:07 AM
Final Approval Date: 09/23/2016		

Anita Sandoval

From:	Steve Crain
To:	"Angelica Salinas"
Subject:	RE: Mental Health Provider Contract
Date:	Thursday, September 08, 2016 11:51:56 AM

Looks good.

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Thursday, September 08, 2016 11:31 AM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: RE: Mental Health Provider Contract

Good morning,
Please see corrections on Attached Contract

Thanks
Angelica

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, September 07, 2016 2:58 PM
To: 'Angelica Salinas'
Subject: RE: Mental Health Provider Contract

Please use "terms and conditions" in the two corrected paragraphs. Thanks.

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Wednesday, September 07, 2016 1:44 PM
To: 'Stephen L. Crain' <scrain@atlashall.com>
Subject: RE: Mental Health Provider Contract

Please see attached contract with Corrections

Thank you

Angelica Salinas

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Wednesday, September 07, 2016 11:30 AM
To: 'Stephen L. Crain (scrain@atlashall.com)'
Subject: Mental Health Provider Contract

Good morning Mr. Crain,

Can you please approve the format for the Mental Health Provider Contract.

Thank you

Angelica Salinas
Procurement Coordinator
Hidalgo CO. Head Start Program
1901 W. State Highway 107
McAllen, Texas 78504
956-380-4150 P
956-381-0439 F

CONTRACT FOR SERVICES
MENTAL HEALTH
C-16-003-08-01-D

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS CONTRACT (The "Contract") is made effective the **1st** day of **August , 2016** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and Anita Sandoval (hereinafter "Provider") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes;

WHEREAS, the Provider has agreed to provide the services enumerated in this Contract for the Program;

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider;

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health

Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

2. 1. The term of the Contract shall commence on **August 1, 2016** and shall terminate on the **31st** day of **July, 2017** unless extended or earlier terminated as provided herein. This Contract for Services may be extended for an additional one year on the same terms and conditions if Program elects to do so providing written notice to Provider.

2. Provider represents that Provider is licensed by the State of Texas and qualified to perform and execute the services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services"). If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

3. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and

expenditures billed to the Program.

4. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, Chief Financial Officer
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that Provider does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Contract.

6. The Program and the Provider agree that either party may terminate this

Contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to Provider. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Anita Sandoval
2802 E. 20th St.
Mission, TX 78572

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Contract shall be bound by the provisions of the terms of this Contract. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Contract, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Contract was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or Program, any such claim(s) or action(s).

D. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Contract at the same terms and conditions for one year from the date of termination of the Contract period on the same rate and terms as

contained herein If the Program elects to extend this Contract, Program shall provide ninety (90) days written notice of intention to extend this Contract to Provider prior to the expiration of this Contract.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Contract, the Program may terminate this Contract upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Contact or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the Services.

K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the child without a signed Consent for

Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. Provider shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **Entire Contract.** 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 Contract in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by Contract in writing executed by Program and Provider and not otherwise.

M. **Immunities.** Nothing in this Agreement is intended to and **Program** does not hereby waive, release or relinquish any right to assert any of the defenses **Program** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **Program** as to any claim or action of any person, entity, or individual against **Program.**

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
Anita Sandoval

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr, County Clerk

Approved as to form:
Oxford & González

By: _____
Ricardo González

Approved as to form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Approved by Policy Council: 6/15/2016
Approved by Commissioner's Court: 6/20/2016

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2016 between Anita Sandoval (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or

future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and

physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out

treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract,

in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the

Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party

has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

    b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: Anita Sandoval
Title: Owner
Department and Division: _____
Address: 2802 E. 20th St.
Mission, TX 78572

Provider/Associate
_____

By: _____
Anita Sandoval

_____
Signature

_____
Title

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this Contract.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting a typical and emotional behavior is referred by site staff or parental concern.
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:
   (a) Classroom Observation and recommendation
   (b) Developmental evaluation
   (c) Individual / family counseling (per hour)
   (d) Workshop / In-Service / Training

Exhibit B
Fee Schedule-Mental Health

Anita Sandoval
2016-2017

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable reimbursements.

The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Services	Fee
a. Clinical Intake/Developmental Assessment/Written Assessment	$ 75
b. Medication Management Follow-Up	$ N/A
c. Workshops/Training/or In-Service (Upon Arrangements Made)	$ 100
d. Classroom Observations	$ 75
e. Individual and/or family counseling to those children and families	$ 75
Family	
f. Play Therapy(individual)	$ 75
g. Psychological Testing	$ N/A

Affidavit & Indemnity Agreement

Date: 4/26/2016

Affiant: Anita Sandoval

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Anita Sandoval states (s)he is a sole proprietor doing business as Professional Counsler as a Licensed Professional with Hidalgo County Head Start Program under RFQ-2016-003-05-06 dated APRIL 05, 2016 . Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health Services contract.

Affiant further states that she has not employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Anita Sandoval

Anita Sandoval Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on 4th, May, 2016.

Notary Public, State of Texas Hector Candanoza Jr.

HECTOR CANDANOZA JR
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-16-2017

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

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:
2016-60760

Date Filed:
05/24/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Positive Awakenings Counseling Center
Weslaco , 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 Headstart 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.
C-16-003-08-01-D
Outpatient behavioral mental health services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sandoval, Anita	Mission, 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.

HECTOR CANDANOZA JR
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-16-2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Texas Driver License, this the 24th day of May, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Printed name of officer administering oath: Hector Candanoza Jr. — Title of officer administering oath: Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2016

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	CONTACT NAME: DAVID ACEVEDO
DAVID ACEVEDO 5717 N 10th ST. STE A MCALLEN, TX 78504	PHONE (A/C, No, Ext): 956-631-3200 FAX (A/C, No): 956-631-3589 E-MAIL ADDRESS: davidacevedo@allstate.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ALLSTATE INSURANCE AGENCY
INSURED EDGAR SANDOVAL ANITA SANDOVAL 2802 E 20TH ST MISSION TX 78572	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
X	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☒ SCHEDULED AUTOS			836671155	05/10/2016	11/10/2016	PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						UM/UIM	$ 500,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

HIDALGO COUNTY
HEAD START PROGRAM
1901 W HWY 107
McAllen TX 78504

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

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Certificate of Insurance (Proof of Coverage) **Date Issued:** (8/4/2016)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
Name Anita Sandoval **Street** 2802 E. 20th Street **City** Mission **State** Texas **Zip** 78572	**Administered By:** **CPH and Associates** **711 S. Dearborn, Suite 205** **Chicago, IL 60605** **P. 312-987-9823 F. 312-987-0902** **info@cphins.com** **Underwritten By:** **Philadelphia Indemnity Insurance Company**

**Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.*

Coverage

Policy #: E73057	Effective Date: (8/19/2016)	Expiration Date: (8/19/2017)

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

Limits of Liability		
Each Occurrence (Per individual claim)	*Aggregate (Total amount per policy year)*	Coverage Part
$1,000,000.00	$3,000,000.00	**Professional Liability**
$1,000,000.00	$3,000,000.00	**General Liability** **Includes: General Liability, Fire & Water Legal Liability and Personal Liability**
$15,000	$15,000	**Property Coverage**
$1,000,000.00	$3,000,000.00	**Supplemental Liability**
Unlimited	**Unlimited**	**Defense Expense Coverage**
$35,000	**$35,000**	**State Licensing Board Investigation Defense Coverage**
$15,000	**$15,000**	**Assault Coverage**
$10,000	**$35,000**	**Deposition Expense Benefit**
$5,000/person	**$50,000**	**Medical Expense Coverage**
$15,000	**$15,000**	**First Aid Coverage**

Description/Special Provisions:
General Liability Insured Location(s):
1) 402 S. Nebraska Ave Weslaco, TX 78596

Certificate Holder	Cancellation
Proof of Coverage	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**
Holder has also been added to the policy as an additional insured:** **_Yes / XNO** ****If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**	C. Philip Hodson **Authorized Representative** **C. Philip Hodson**

DISCLAIMER:The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Growing Generations Together, Inc.

From:	Steve Crain
To:	"Angelica Salinas"
Subject:	RE: Mental Health Provider Contract
Date:	Thursday, September 08, 2016 11:51:56 AM

Looks good.

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Thursday, September 08, 2016 11:31 AM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: RE: Mental Health Provider Contract

Good morning,
Please see corrections on Attached Contract

Thanks
Angelica

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, September 07, 2016 2:58 PM
To: 'Angelica Salinas'
Subject: RE: Mental Health Provider Contract

Please use "terms and conditions" in the two corrected paragraphs. Thanks.

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Wednesday, September 07, 2016 1:44 PM
To: 'Stephen L. Crain' <scrain@atlashall.com>
Subject: RE: Mental Health Provider Contract

Please see attached contract with Corrections

Thank you

Angelica Salinas

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Wednesday, September 07, 2016 11:30 AM
To: 'Stephen L. Crain (scrain@atlashall.com)'
Subject: Mental Health Provider Contract

Good morning Mr. Crain,

Can you please approve the format for the Mental Health Provider Contract.

Thank you

Angelica Salinas
Procurement Coordinator
Hidalgo CO. Head Start Program
1901 W. State Highway 107
McAllen, Texas 78504
956-380-4150 P
956-381-0439 F

CONTRACT FOR SERVICES
MENTAL HEALTH
C-16-003-08-01-B

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS CONTRACT (The "Contract") is made effective the **1st** day of **August , 2016** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and Generations Growing Together, Inc. dba Growing Generations of South Texas (hereinafter "Provider") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes;

WHEREAS, the Provider has agreed to provide the services enumerated in this Contract for the Program;

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider;

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and

transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

2. 1. The term of the Contract shall commence on **August 1, 2016** and shall terminate on the **31st** day of **July, 2017** unless extended or earlier terminated as provided herein. This Contract for Services may be extended for an additional one year on the same terms and condition if Program elects to do so providing written notice to Provider.

2. Provider represents that Provider is licensed by the State of Texas and qualified to perform and execute the services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services"). If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

3. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The

Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

4. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, Chief Financial Officer
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that Provider does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any

federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Contract.

6. The Program and the Provider agree that either party may terminate this Contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to Provider. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Generations Growing Together, Inc. dba
Growing Generations of South Texas
1114 N. Alton Blvd.
Alton, TX 78573

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program

under this Contract shall be bound by the provisions of the terms of this Contract. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Contract, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Contract was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or Program, any such claim(s) or action(s).

D. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Contract on the same terms and conditions for one year from the date of termination of the Contract period on the same rate and terms as negotiated herein. If the Program elects to extend this Contract, Program shall provide ninety (90) days written notice of intention to extend this Contract to Provider prior to the expiration of this Contract.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Contract, the Program may terminate this Contract upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Contact or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of

the professional specialty relating to the Services.

K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the child without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. Provider shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **Entire Contract.** 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 Contract in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by Contract in writing executed by Program and Provider and not otherwise.

M. **Immunities.** Nothing in this Agreement is intended to and **Program** does not hereby waive, release or relinquish any right to assert any of the defenses **Program** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **Program** as to any claim or action of any person, entity, or individual against **Program.**

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Company)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr, County Clerk

Approved as to form:
Oxford & González

By: _____
Ricardo González

Approved as to form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Approved by Policy Council: 6/15/2016
Approved by Commissioner's Court: 6/20/2016

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2016 between Generations Growing Together, Inc. dba Growing Generations of South Texas. (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information

privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528,

Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract,

in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the

Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party

has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: Martha L. Varela
Title: _____
Department and Division: _____
Address: 1114 N. Alton Blvd.
Alton, TX 78573.

Provider/Associate
_____

By: _____
Printed Name

_____
Signature

_____
Title

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this Contract.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting a typical and emotional behavior is referred by site staff or parental concern.
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:
   (a) Classroom Observation and recommendation
   (b) Developmental evaluation
   (c) Individual / family counseling (per hour)
   (d) Workshop / In-Service / Training

Exhibit B
Fee Schedule-Mental Health

Generations Growing Together, Inc. Dba/ Growing Generations of South Texas 2016-2017

Fee Schedule for Services:

Fees should not exceed Medicaid Allowable reimbursements.

The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Services	Fee
a. Clinical Intake/Developmental Assessment/Written Assessment	$ 150.00
b. Medication Management Follow-Up	$ 75.00
c. Workshops/Training/or In-Service (Upon Arrangements Made)	$ 150.00/h
d. Classroom Observations	$ 75.00
e. Individual and/or family counseling to those children and families	$ 75.00
Family	
f. Play Therapy(individual)	$ 75.00
g. Psychological Testing	$ n/a

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:
2016-48313

Date Filed:
05/02/2016

Date Acknowledged:

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

GENERATIONS GROWING TOGETHER, INC DBA GROWING GENERATIONS OF SOUTH ALTON, 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 HEAD START 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.

2016-003-05-06
COUNSELING SERVICES, CLASSROOM OBSERVATIONS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
VARELA-RIOS, MARTHA	ALTON, TX United States	X	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.

KARLA F. REYES
Notary Public, State of Texas
Comm. Expires 01-28-2020
Notary ID 130515487

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Marina L. Varela, this the 2nd day of May, 20 16, to certify which, witness my hand and seal of office.

Karla Reyes — Signature of officer administering oath
Karla F. Reyes — Printed name of officer administering oath
Notary Public — Title of officer administering oath

Certificate of Insurance (Proof of Coverage) 02/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
Generations Growing Together, Inc dba Growing Generations of South Texas *Lilia Varela-Rios* *1114 N. Alton Blvd.* *Alton, TX 78573*	**Administered By:** **CPH and Associates** **711 S. Dearborn, Suite 205** **Chicago, IL 60605** **P. 312-987-9823 F. 312-987-0902** **info@cphins.com** **Underwritten By:** **Philadelphia Indemnity Insurance Company**
**Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.*	

Coverage

Policy #: 076516	**Effective Date:** 02/24/2016	**Expiration Date:** 02/24/2017

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

Limits of Liability		Coverage Part
EACH OCCURRENCE *(Per individual claim)*	AGGREGATE *(Total amount per policy year)*	
$1,000,000	$5,000,000	Professional Liability
$1,000,000	$3,000,000	Commercial General Liability *(Includes: General Liability, Fire & Water Legal Liability, and Personal Liability)*
N/A	N/A	Property Coverage
$1,000,000	$5,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
$35,000	$35,000	State Licensing Board Investigation Defense Coverage
$15,000	$15,000	Assault Coverage
$10,000	$35,000	Deposition Expense Benefit
$5,000/person	$50,000	Medical Expense Coverage
$15,000	$15,000	First Aid Coverage

Description/Special Provisions:

Certificate Holder	Cancellation
PROOF OF COVERAGE	Should any of the above described policy be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Holder has also been added to the policy as an additional insured:**	
Yes/XNo **If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement (s).	C. Philip Hodson Authorized Representative C. Philip Hodson

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2016

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	CONTACT NAME: YVONNE GUAJARDO
GREENSPOINT INSURANCE - FINANCIAL 1200 S. MAIN ST. STE. A MCALLEN TX 78501	PHONE (A/C, No, Ext): 956-739-7600 FAX (A/C, No): 888-584-9262 E-MAIL ADDRESS: yvonneg@greenspointinsurance.com PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MARTHA L. VARELA DBA GROWING GENERATIONS OF SOUTH TX 1114 N. ALTON BLVD. MISSION TX 78573	INSURER A : NATIONAL GENERAL INSURANCE	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	AUTOMOBILE LIABILITY			2004094172	08/04/2016	08/04/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
	☐ ANY AUTO	X					BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS						COMP/DEDUCTIBLE	$ $500
	☐ NON-OWNED AUTOS						COLL/DEDUCTIBLE	$ $500
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2008 SATURN OUTLOOK VIN# 5GZER237X8J123678

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART PROGRAM
1901 W. STATE HWY. 107
MCALLEN TX 78504

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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Affidavit & Indemnity Agreement

Date: 8/1/2016

Affiant: Generations Growing Together, Inc. dba Growing Generations of South Texas.

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Lilia Varela-Rios (s) he is a single member of Generations Growing Together, Inc. dba Growing Generations of South Texas. As a Mental Health Provider for Hidalgo County Head Start Program under Contract # C-16-003-08-01-B. Affiant will provide services for Hidalgo County Head Start Program.

Affiant further states that she has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Lilia Varela-Rios Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on August 4th, 2016.

Notary Public, State of Texas

JOSE MANUEL GONZALEZ NOTARY PUBLIC STATE OF TEXAS ID 129477662 EXP. 07-02-2017

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

Amy Jane Hernansen

Angelica Salinas

From: Steve Crain <scrain@atlashall.com>
Sent: Monday, August 29, 2016 5:18 PM
To: 'Angelica Salinas'
Subject: RE: Mental Health / Sign Language Contract Approval

The sign language contract is OK.

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Monday, August 29, 2016 4:03 PM
To: 'Stephen L. Crain' <scrain@atlashall.com>
Subject: Mental Health / Sign Language Contract Approval

Good afternoon,

Can you please review and approve contract format.

Thank you

Angelica Salinas
Procurement Coordinator
Hidalgo CO. Head Start Program
1901 W. State Highway 107
McAllen, Texas 78504
956-380-4150 P
956-381-0439 F

Thank you

Angelica Salinas
Procurement Coordinator
Hidalgo CO. Head Start Program
1901 W. State Highway 107
McAllen, Texas 78504
956-380-4150 P
956-381-0439 F

CONTRACT FOR SERVICES
SIGN LANGUAGE INTERPRETING SERVICES
C-16-004-08-01

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS CONTRACT (The "Contract") is made effective the **1st** day of **August, 2016** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and Amy Jane Hermansen dba Sign Language Services (hereinafter "Provider") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes;

WHEREAS, the Provider has agreed to provide the services enumerated in this Contract for the Program;

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program;

WHEREAS, Program participants' (clients) are examined and treated by the Provider;

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. The term of this Contract shall commence on **August 1, 2016** and shall terminate on the **31st** day of **July 2017** unless extended or earlier terminated as provided herein. This Contract for Services may be extended for an additional one year on terms and condition if Program elects to do so by providing written notice to Provider.

2. Provider represents that Provider is licensed by the State of Texas and qualified to perform and execute the services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services"). If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

3. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the performance of the services provided

hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

4. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Carrera, Chief Financial Officer
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that Provider does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Contract.
6. The Program and the Provider agree that either party may terminate this

Contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Amy Jane Hermansen dba
Sign Language Services
1409 Rio Grande Street
San Juan, TX 78589

7. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Contract shall be bound by the provisions of the terms of this Contract. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Contract, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Contract was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Contract for one year from the date of termination of the Contract period on the same rate and terms as negotiated by the parties. If

Program elects to extend this Contract, Program shall provide ninety (90) days written notice of intention to extend this Contract to Provider prior to the expiration of this Contract.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Contract, the Program may terminate this Contract upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Contract or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the Services.

K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for

Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. Provider shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **Entire Contract.** 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 Contract in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by Contract in writing executed by Program and Provider and not otherwise.

M. **Immunities.** Nothing in this Agreement is intended to and **Program** does not hereby waive, release or relinquish any right to assert any of the defenses **Program** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **Program** as to any claim or action of any person, entity, or individual against **Program.**

IN WITNESS WHEREOF, the parties have caused their names to be o subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: _____

_____

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY: _____
Stephen L. Crain

Exhibit A
Description of Interpreting Services

The Provider agrees to provide any services deemed necessary to interpret to any and all families referred to the Provider by the Hidalgo County Head Start Program. The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Must be willing to travel within the County.
(b) Interpret at Monthly Parent Committee Meetings.
(c) Interpret as needed for children's applications.
(d) Interpret for Parent / Teacher home visits and Parent Conferences.
(e) Interpret for ARD / IEP Meetings
(f) Interpret at scheduled staffing and as needed for other functions.
(g) Provide trilingual interpretation.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program. Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

The Hidalgo County Head Start Program agrees to ensure that:
(a) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 1, 2016 and shall complete services no later than July 31, 2016. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.

3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2016 between Amy Jane Hermansen dba Sign Language Services. (the "Provider") and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information

privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528,

Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract,

in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the

Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party

has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

    b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: _____
Department and Division: _____
Address: _____

Provider/Associate

_____

By: _____
Print Name

_____
Signature

_____
Title

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

Exhibit B
Fee Schedule

AMY JANE HERMANSEN
2016 - 2017

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.
(*if applicable)*

1. The Provider shall be paid only for full and satisfactory completion of the following services:

Description of Service	FEE
Level I: Interpreting Services (Regular)	
Rate Per Hour (2 Hr. Minimum)	$ 49 per hour
OT Rate Per Hour (2 Hr. Minimum)	$ 73.50 per hour
Level II: Interpreting Services (Holidays)	
Rate per Hour (2 Hr. Minimum)	$ 55 per hour
OT Rate per Hour (2 Hr. Minimum)	$ 82.50 per hour

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:
2016-52150

Date Filed:
05/09/2016

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Sign Language Services
San Juan, 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.**
Hildago County Head Start

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.**
2016-004-05-06
Sign Language Interpreter

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

MARIA L VALDEZ
My Commission Expires
May 4, 2017

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Amy Jeane Hermanson
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Amy Jeane Hermanson, this the 9 day of May, 20 16, to certify which, witness my hand and seal of office.

Maria L. Valdez
Signature of officer administering oath

Maria L. Valdez
Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2016

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	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Amy J Hermansen dba Sign Language Services 1409 Rio Grande St San Juan TX 78589	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			UDC-1356688-CGL-16	06/10/2016	06/10/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2016

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	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Amy J Hermansen dba Sign Language Services 1409 Rio Grande St San Juan TX 78589	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			UDC-1356688-CGL-16	06/10/2016	06/10/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg. $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

N/A

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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Affidavit & Indemnity Agreement

Date: 8/1/2016

Affiant: Amy Jane Hermansen

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Amy Jane Hermansen (s)he is a single member of Sign Language Services. As a Sign Language Provider for Hidalgo County Head Start Program under Contract # C-16-004-08-01 Affiant will provide services for Hidalgo County Head Start Program.

Affiant further states that she has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

9-2-16

Amy J Hermansen Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on 9-02, 2016.

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
HUMBERTO CORTEZ JR
My Commission Expires
January 15, 2017

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

AI-56487 **Head Start** **19. C.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and

1. Edinburg Consolidated Independent School District
2. Monte Alto Independent School District
3. South Texas College

BACKGROUND

Policy Council Approval: 09.21.16

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Headstart funds

Attachments

MOU's

MOUs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 09:28 AM
Ivan Cantu	Ivan Cantu	09/23/2016 10:23 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Linda Galaviz		Started On: 09/20/2016 09:03 AM
Final Approval Date: 09/23/2016		

Memorandum of Understanding Between
Monte Alto Independent School District and the Hidalgo County Head Start Program
2016-2017

Purpose:

This collaborative partnership establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Monte Alto Independent School District (Monte Alto ISD)** to provide Head Start services to age and income eligible pre-K children per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **Monte Alto ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **Monte Alto ISD** is a public education institution of the state of Texas. **HCHSP** and **Monte Alto ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **Monte Alto ISD** School Board) established per applicable statues and local ordinances and/or procedures which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall insure that their respective Board of Directors are informed of the various aspects and elements of this Partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **Monte Alto ISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-seven (175) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Sites:

The names and addresses of the **HCHSP** sites that will be served by **Monte Alto ISD:**

Monte Alto Head Start
25249 1st Street
Monte Alto, Texas 78560

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing September 28, 2016 and ending June 30, 2017. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2017, for a term or other terms as may be subsequently agreed to upon by both parties.

Monte Alto ISD Responsibilities:

Monte Alto ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **Monte Alto ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2016, will be dual-enrolled and served by **Monte Alto ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **Monte Alto ISD** funded **School Readiness Partnership Model (SRPM) teacher** in the classrooms.

Partnership Responsibilities:

A. Monte Alto ISD will:

a. Assign a **Monte Alto ISD** principal, instructional coach/s, and/or program specialist to the **Monte Alto** Head Start facilities, to provide supervision, oversight, support and evaluation of the Monte Alto ISD teachers.
b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating **HCHSP** children.
c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
d. Permit **HCHSP** representatives to attend ARDs conducted by **Monte Alto ISD** involving **HCHSP** children.
e. Supplement health services, educational services, parental training and other services as required by the children and their families.
f. Assign special education teachers to provide services to children who are identified in need of special services through the **Monte Alto ISD** Special Education Program.
g. Arrange for a substitute when the **Monte Alto ISD** SRPM teacher is absent.
h. Provide one (1) support staff to assist with various services to the children, parents, and teachers.
i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
k. Provide an overview of the collaboration with the participating Administrators.
l. Finance the **Monte Alto ISD** personnel and other resources.

m. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 ea. Occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The Monte Alto ISD SRPM Teacher/Staff will:

a. Provide 3 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the state adopted curriculum (4 yr. olds), the Head Start adopted curriculum Texas Pre-Kindergarten Guidelines, and the Head Start Early Learning Outcomes Framework: Ages Birth to Five.
b. Attend and/or assist in delivery of collaborative Professional Development for **Monte Alto ISD** and **HCHSP** staff as deemed appropriate.
c. Collaborate in all areas of school readiness to prepare children to be ready for Kindergarten and beyond.
d. Participate with the **HCHSP** staff in the recruitment process.
e. Implement a curriculum which is research based and is designed to support the child's social, emotional, cognitive, and physical development.
f. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
g. Complete and fulfill the required documentation for **Monte Alto ISD** and **HCHSP** with the assistance of both Human Resource Departments.
h. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
i. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
j. Follow collaboration protocol with any issues/concerns which may arise.
k. Follow **Monte Alto ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
l. Comply with any other responsibilities assigned by the immediate supervisor.
m. Coordinate efforts with the **HCHSP** staff to register the children online.

C. HCHSP will:

a. Coordinate efforts with **Monte Alto ISD** to identify children with special needs and follow the **Monte Alto ISD** referral process for identification and services.
b. Identify personnel who will attend the ARDs conducted by **Monte Alto ISD**.
c. Assist with the distribution, completion, and submission of the required **Monte Alto ISD** student enrollment documents within the first week of a child's enrollment.
d. Coordinate with district staff to transition children to the **Monte Alto** public schools at the end of each school year.
e. Provide assistance with daily attendance reporting.
f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
g. Provide a designated space to store instructional materials.
h. Meet monthly or as needed with the designated **Monte Alto ISD** personnel.
i. Schedule a time for the **HCHSP** teacher and **Monte Alto ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
k. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **Monte Alto ISD** staff and **HCHSP** staff will:

a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Develop a Collaboration Guide which details the partnership and its daily operation.
f. Review program operations to avoid duplication of efforts.
g. Meet on a regular basis to discuss the progress of the collaboration.
h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **Monte Alto ISD** and **HCHSP** requirements.
i. Analyze and share data for program planning and improvement.
j. Work together to meet attendance goal.
k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
l. Provide family services, parent engagement activities and home visits.
m. Support all events which promote the partnership.
n. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation:

Assigned **Monte Alto ISD** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

1. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
2. It is expressly understood and agreed that, in the execution of the agreement, **Monte Alto ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
3. Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
4. This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **Monte Alto ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
    - ° Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - ° This Memorandum of Understanding is performable in Hidalgo County, Texas.
5. Either party may terminate this Agreement, with or without cause by providing 90 days written notice to the other party.

6. Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by **Grantee** Board, and hold harmless **Monte Alto ISD** and their respective elected officials, employees, representatives and agents (collectively "**Monte Alto ISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Monte Alto ISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **Monte Alto ISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **Monte Alto ISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **Monte Alto ISD's** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **Monte Alto ISD** employees, anyone directly employed by the **Monte Alto ISD** or anyone for whose acts the **Monte Alto ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Monte Alto ISD** and **HCHSP** to provide the children the best services available.

Olivia Almanza-Pena, Superintendent of Schools — *Date*

Monte Alto ISD
25149 1st Street
Monte Alto, Texas 78538

Hidalgo County Head Start Program

Honorable Ramon Garcia Hidalgo County Judge	Teresa Flores, Executive Director Hidalgo County Head Start Program
Date	Date

ATTEST:

By:_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form: Atlas, Hall & Rodriguez, LLP	Approved As To Form: Oxford & González, P.C.
By:_____ Stephen L. Crain	By:_____ Ricardo González

Date Approved by School Board of Trustees:
Date Approved by Policy Council:
Date Approved by Commissioner's Court:

EDINBURG CISD

Memorandum of Understanding Between

Edinburg Consolidated Independent School District

And

Hidalgo County Head Start Program

I. Purpose of the Memorandum of Understanding "MOU"

The purpose of this MOU is to establish a working arrangement between Edinburg Consolidated Independent School District (Edinburg CISD) and Hidalgo County Head Start Program (HCHSP) to fulfill the partnership commitment as stipulated in the **Texas Literacy Initiative (TLI) Grant** provided by the Texas Education Agency (TEA) and described herein as the **TLI** School **READ**iness Program.

This MOU supports a variety of activities, which aims to assist the Hidalgo County Head Start with its pre-literacy initiatives for 3 to 4 year olds and professional development for the teachers that are associated with the pre-literacy initiatives. As indicated in this MOU, the Edinburg CISD and the Hidalgo County Head Start will collaborate on the services that will enable each entity to increase the oral language and pre-literacy skills of participating preschool children.

This MOU represents the intent between the parties to work together to:

- Increase the oral language and pre-literacy of participating preschool children,
- Provide instructional service to 3 to 4 year olds,
- Offer teachers professional development for successful implementation of strategies learned,
- Provide teachers with the resources and tools needed to accomplish program goals.
- Offer staff just compensation for extra duties associated with the program, implementation and management.
- Administer readiness assessments for preschool children as required by Texas Education Agency-TLI Grant.
- Implement and manage program activities, efficiently and effectively.

II. Background

The purpose to the Texas Literacy Initiative is to improve school readiness success in the areas of language and literacy for disadvantaged students in targeted school districts, including their associated early childhood educators. Through the use of a Literacy Line model, the Edinburg CISD and Hidalgo County Head Start Program will collaborate to implement the Texas State Literacy Plan which is intended to provide instructional and programming alignment for language, pre-literacy, and literacy development and ease the transition for children across their entire learning careers. This partnership is necessary because to have a fully articulated Literacy Line, it must include all levels: age zero to school entry, elementary, middle and high school(s).

III. Collaborative Objectives and Acknowledgements

The Edinburg CISD and the Hidalgo County Head Start Program will create both prescriptive and customized services that facilitate the needs and primary goals of the grant from birth to preschool children. Specifically, the scope of work and services shall be focused on increasing the oral language and pre-literacy skills of participating preschool children at Hidalgo County Head Start Program.

Hidalgo County Head Start Program services that have been authorized by the TEA to facilitate this grant and assist in meeting these goals are the following:

1. Technical assistance and support from TLI leaders of the Texas Education Agency that include Education Service Centers, the Children's Learning Institute and the University of Texas Health Science Center at Houston, the Institute of Public School Initiatives at the University of Texas at Austin, the Meadows Center for Preventing Educational Risk at the University of Texas at Austin, and the Vaughn Gross Center for Reading and Language Arts at The University of Texas at Austin.
2. Attend state-provided professional development training to support the Texas Literacy Initiative to include; (but not limited to)
    - Participate in online training in Project Share, course facilitation, and building support structures for TLI-12 week course module based on LASER (**L**eadership, **A**ssessment, **S**tandards-based instruction, **E**ffective instructional framework, **R**eporting and accountability, **S**ustainability)
3. Conduct at least three data analysis meetings each fiscal year and communicate results to Edinburg CISD Project Manager at least ten days after completing the analysis.
4. Participate in Project Share.
5. Implement a comprehensive literacy program that addresses what is known from evidence about developmental factors and instructional practices critical for all children to become readers and writers.

The specific services and programs which the Hidalgo County Head Start Program will provide are stipulated in section V.

IV. Responsibilities of Edinburg CISD

Edinburg CISD is establishing this memorandum with Hidalgo County Head Start Program to implement TLI grant activities to improve the pre-literacy skills of 0-4 year olds and ease their transition into our schools. The Edinburg CISD will directly purchase and provide educational materials and supplies as needed to assist Hidalgo County Head Start in implementing the activities stipulated within this MOU.

1. Collaboration with Hidalgo County Head Start Program to enhance their instruction by acquiring sets of literary materials and other curriculum resources.
2. Provide technical assistance and training to increase the use of data and data analysis.
3. To ensure fidelity at Hidalgo County Head Start Program, we will verify and review the relevance and accuracy of the information provided.

V. Responsibilities of Hidalgo County Head Start Program

The Hidalgo County Head Start Program agrees to service the school with its resources, programs, consultative services, and expertise regarding the delivery of a consolidated suite of tools and programs including:

1. Establish and implement a comprehensive literacy development and educating program to advance pre-literacy skills in students from birth through 4 year olds, including limited-English-proficient students and students with disabilities.
2. Prepare eligible children of the Edinburg CISD community to enter kindergarten on or above grade level and ready to benefit from the full array of public educational services to keep them on grade level in kindergarten and beyond.
3. Participate in Project Share.
4. Provide a professional development plan for educators that are age and developmentally appropriate for the age of the child served by the educator.
5. Monitor outcomes by collecting and reporting applicable data.
    - The percentage of participating four year old children who achieve significant gains on an assessment of letter knowledge, vocabulary, phonological awareness, and oral language skills.
    - Disaggregate data for disadvantaged children, including economically disadvantaged children, limited-English-proficient children, and children with disabilities, who achieve significant gains on an assessment of letter knowledge, vocabulary, phonological awareness, and oral language skills.
    - To ensure accountability for implementation, teachers will submit adequate documentation that evidences completion of tasks and attainment of academic performance.

VI. Effective Date and Signature

This Memorandum of understanding shall be effective upon the signature of Edinburg CISD and Hidalgo County Head Start Program authorized officials.

The services and terms of this MOU will cover the following dates: September 1, 2016- August 31, 2017.

VII. Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

VIII. Consideration:

This Agreement is being made in consideration of the following: Edinburg Consolidated Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Edinburg C.I.S.D.

_____ *Dr. Rene Gutierrez, Superintendent of Schools*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Edinburg CISD Attorney

By:_____
Renee Rodriguez - Betancourt

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

SOUTH TEXAS COLLEGE

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

South Texas College

The **Hidalgo County Head Start Program (HCHSP)** and **South Texas College (STC),** an institution of the Commission on Colleges of the Southern Association of Colleges and Schools (SACS), hereinafter referred to as "STC", agree to provide General Educational Development (GED) testing services to eligible students participating in any alternative educational program for which the GED certificate is awarded as a secondary educational credential.

The terms and conditions set forth in the following document shall constitute the entire agreement between the **HCHSP and STC** may not be amended except by a written document signed by **HCHSP and STC.**

STC will:

- Provide testing services in the five subject areas of writing, mathematics, literature, social studies, and natural science.
- Provide a facility with appropriate environment for the administration of the GED examinations by qualified staff: South Texas College
  GED Testing Center
  3201 W. Pecan Blvd., K2-100
  McAllen, TX. 78501
- Maintain all testing records as permanent archives.
- Forward all test booklets to the University of Texas /Austin for official scoring.
- Provide, on a fee basis, individual student transcripts.
- Invoice HCHSP on a monthly basis for all fees applicable for each referral.
- Provide an official list of students (At least 7 days prior to the designated testing date) who will be taking the GED test(s) and the test sections for each student. Note: Only students who are on the official list will be permitted to test; walk-ins will not be tested.
- Ensure each student presents complete identification documentation to the testing center at the time of testing. Documentation should include: Texas photo I.D. (driver's license, or DPS I.D. card). Failure to comply will result in test denials.
- Require that the following terms and conditions be met for the administration of the GED examination for student referrals:
  1. The ultimate responsibility for the students' readiness to take the GED examination rests with the **HCHSP**.
  2. Limitations may apply on the number of referrals that may test at a given time so that ample space is available for all examinees.

Hidalgo County Head Start Program will:

- Refer current Hidalgo County Head Start Program parents who qualify to test.
- Be responsible for all testing fees of student referred by **HCHSP**.
- Adhere to the STC GED Testing Fee Schedule.

Fees: Unless otherwise notified, the following fees are in force:

$15.00 GED Certificate fee (non-refundable-payable to TEA)
$10.00 GED Scoring fee (non-refundable-payable to UT Austin Scoring Center)
$15.00 GED Processing fee (non-refundable, payable to STC)
$10.00 American Council on Education Testing Service fee
(one-time, non-refundable fee)
$13.00 per test; $10.00 per re-take test

A $10.00 re-processing fee will be assessed for absentee registrants.
Other fees as may be deemed appropriate and reasonable.

Collaboration Efforts between STC and HCHSP:

- Designated a liaison or primary contact between the **HCHSP** and the **STC** GED Testing Center.
- Frequent communication between the GED Chief Examiner and the **HCHSP** liaison to prevent or avert any potential problems or situations not conducive to test taking.
- Referrals will be expected to comport themselves in a courteous and respectful manner at all times during the testing periods; unruly or disruptive behavior will not be tolerated.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement shall be for the period commencing on September 1, 2016 and continuing through August 31, 2017.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

South Texas College:

_____ *Dr. Shirley Reed, President*
Authorized Signature *Date* *Print Name and Title*

_____ *Mary E. Torres-Herrera, GED Chief Examiner*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____
Date

Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

AI-56486 **Head Start** **19. D.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: HEAD START

Information

CAPTION

Discussion/Approval to Revise Program Calendar for Program Year 2016-2017 with the Following Partnering School District: Mercedes Independent School District

BACKGROUND

Policy Council Approval: 09.21.16

Fiscal Impact

Attachments

Revised Mercedes ISD Calendar

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 09:04 AM
Linda Flores	Linda Flores	09/21/2016 09:48 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Linda Galaviz		Started On: 09/20/2016 09:00 AM
Final Approval Date: 09/23/2016		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 21, 2016

SUBJECT: Discussion/Approval to Revise the Program Calendar for Program Year 2016-2017 with the Following Partnering School District: Mercedes Independent School District (ISD)

RATIONALE/NEED: Changes are required by the Mercedes ISD to meet their needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Revised Mercedes ISD Program Calendar

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INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

HCHSP
Hidalgo County Head Start Program

2016-2017 PROGRAM CALENDAR
MERCEDES

2016

JULY

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

P.C. Approval: 08/10/2016

Rev. 09/13/2016

PROGRAM ACTIVITIES

- 7/26-8/4/16.....Pre Service
- 8/15-18/16..Parent Orientation Mtg
- 8/22/2016.....First Day of School
- 8/29-9/1/16.....Volunteer Trng. Conf
- 9/2/16.....Networking Meeting
- 9/24/16.....Parent Leadership Conf
- 10/12/16 & 3/22/17.....Open House
- 10/22/16.....Gov Leadership Conf
- 11/18/16.....Parent Fair
- 1/20/17.....Self-Assessment Trng
- 1/23-2/3/17.....Self-Assessment
- 2/8/17..Recruitment Trng. Ctr. Mgrs
- 2/22/17.....Fatherhood Conf
- 3/6-9/17.....Nutrition Contest
- 4/10-13/17.....Week of Young Child
- 4/27/17..Joint Adv/Com Partnership Mtg.
- 5/5/17.....Volunteer Assembly
- 6/1/2017.....Last Day of School
- 6/2/17..... Staff Assembly

PROGRAM HOLIDAYS

10/10/16	4/14-17/2017
11/21-25/16	5/29/2017
12/22-1/03/2017	
2/6/2017	
3/13-17/2017	

STAFF WORKDAYS/ STUDENT HOLIDAY

EARLY RELEASE/SCHOOL READINESS

RECRUITMENT DAYS

3/10/2017

- FIRST/LAST DAY OF SCHOOL
- PROGRAM ACTIVITIES
- PROGRAM HOLIDAYS
- EARLY RELEASE DAYS
- STAFF WORKDAYS / STUDENT HOLIDAYS

179 ISD /179 HS Service Days

2017

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Comm. Court Approval: 08/16/2016

AI-56485 **Head Start** **19. E.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: HEAD START

Information

CAPTION

Discussion/Approval of Program Calendar for Program Year 2016-2017 with the Following Partnering School District: Monte Alto Independent School District

BACKGROUND

Policy Council Approval: 09.21.16

Fiscal Impact

Attachments

Monte Alto ISD Calendar

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 09:03 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Linda Galaviz		Started On: 09/20/2016 08:56 AM
Final Approval Date: 09/23/2016		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 21, 2016

SUBJECT: Discussion/Approval of Program Calendar for Program Year 2016-2017 with the Following Partnering School District: Monte Alto Independent School District (ISD)

RATIONALE/NEED: Administration has worked collaboratively with the partnering school district Monte Alto ISD to align their instructional days with our Program.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Monte Alto ISD Program Calendar

****

INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

HCHSP
Hidalgo County Head Start Program

2016-2017 PROGRAM CALENDAR
MONTE ALTO

2016

JULY

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

P.C. Approval:

PROGRAM ACTIVITIES

7/26-8/4/16.....Pre Service
8/15-18/16..Parent Orientation Mtg
8/22/16.....First Day of School
8/29-9/1/16.....Volunteer Trng. Conf
9/2/16.....Networking Meeting
9/24/16.....Parent Leadership Conf
10/12/16 & 3/22/17.....Open House
10/22/16.....Gov Leadership Conf
11/18/16.....Parent Fair
1/20/17.....Self-Assessment Trng
1/23-2/3/17.....Self-Assessment
2/8/17..Recruitment Trng. Ctr. Mgrs
2/22/17.....Fatherhood Conf
3/6-9/17.....Nutrition Contest
4/10-13/17.....Week of Young Child
4/27/17..Joint Adv/Com Partnership Mtg.
5/5/17.....Volunteer Assembly
5/31/17.....Last Day of School
6/2/17..... Staff Assembly

PROGRAM HOLIDAYS

9/5/16	1/13/17
10/10/16	2/06/17
11/11/16	3/13-17/17
11/21-25/16	4/14-17/17
12/19-30/16	

STAFF WORKDAYS/ STUDENT HOLIDAY

EARLY RELEASE/SCHOOL READINESS

RECRUITMENT DAYS/STUDENT HOLIDAYS

03/10/17

FIRST/LAST DAY OF SCHOOL	
PROGRAM ACTIVITIES	
PROGRAM HOLIDAYS	
EARLY RELEASE DAYS	
STAFF WORKDAYS / STUDENT HOLIDAYS	

168 ISD / 175 HS Service Days

2017

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Comm. Court Approval:

Rev. 09/13/2016

AI-56484 **Head Start** **19. F.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: HEAD START

Information

CAPTION

Discussion/Approval of the 2015-2016 Program Information Report (PIR)

BACKGROUND

Policy Council Approval: 09.21.16

Fiscal Impact

Attachments

PIR Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 09:02 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Linda Galaviz		Started On: 09/20/2016 08:53 AM
Final Approval Date: 09/23/2016		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 21, 2016

SUBJECT: Discussion/Approval of the 2015-2016 Program Information Report (PIR)

RATIONALE/NEED: The PIR Report is required to be submitted to the Office of Head Start by August 31st of each year. Data from the PIR Report has been used for well over two decades to provide information about Head Start to the public, Congress and other Federal agencies. It has been used to identify trends, to discover problems and to determine where there were issues that need attention.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: 2015-2016 PIR Report

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INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

2015-2016 HEAD START PROGRAM INFORMATION REPORT

06CH0183-000 Hidalgo County Head Start Program

A. PROGRAM INFORMATION

GENERAL INFORMATION

Grant Number	06CH0183
Program Number	000
Program Type	Head Start
Program Name	Hidalgo County Head Start Program
Program Address	1901 W State Highway 107 McAllen TX 78504-9552
Program Phone Number	(956) 383 0706
Program Fax Number	(956) 380 2588
DUNS Number	062403597
Program Email Address	teresa.flores@hchsp.org
Head Start Director Name	Ms. Teresa Flores
Head Start Director Email	teresa.flores@hchsp.org
Agency Web Site Address	www.hchsp.org
Agency Type	Government Agency (Non-CAA)
Agency Description	Grantee that directly operates program(s) and has no delegates
Agency Affiliation	A secular or non-religious agency

ENROLLMENT YEAR

Enrollment dates

A.1 Enrollment Year	*Date*
a. Start Date	08/17/2015
b. End Date	05/25/2016

FUNDED ENROLLMENT

Funded enrollment by funding source

A.2 Funded Head Start Enrollment	*# of children/ pregnant women*
a. Head Start Funded Enrollment, as identified on NOA	3,690
b. Funded Enrollment from non-federal sources, i.e. state, local, private	0

Funded enrollment by program option - children

A.3 Center-based program - 5 days per week:	*# of children*
a. Full-day enrollment	3,690
1. Of these, the number available as full-working-day enrollment	3,690
a. Of these, the number available for the full-calendar-year	3,690
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.4 Center-based program - 4 days per week:	*# of children*

a. Full-day enrollment	0
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.5 Home-based program	0
A.6 Combination option program	0
A.7 Family child care option	0
a. Of these, the number available as full-working-day enrollment	0
1. Of the these, the number available for the full-calendar-year	0
A.8 Locally designed option	0

Funded enrollment at child care partner

	# of children
A.10 Funded enrollment at child care partners in the center-based program option	0
A.11 Total funded enrollment at child care partners (A.10, center-based partner and A.7, family child care program option)	0

CLASSES

Classes

	# of classes
A.12 Total number of classes operated	195
a. Of these, the number of double session classes	0

CUMULATIVE ENROLLMENT

Children by age

A.13 Children by age:	*# of children at enrollment*
a. Under 1 year	0
b. 1 year old	0
c. 2 years old	0
d. 3 years old	2,375
e. 4 years old	2,033
f. 5 years and older	0

Total cumulative enrollment

	# of children / pregnant women
A.15 Total cumulative enrollment	4408

Type of eligibility

A.16 Report each enrollee only once by primary type of eligibility:	*# of children*
a. Income below 100% of federal poverty line	3,694
b. Public assistance such as TANF, SSI	499
c. Status as a foster child - # children only	58
d. Status as homeless	1
e. Over income	156

	# of children
f. Number of children exceeding the allowed over income enrollment (as noted below) with family incomes between 100% and 130% of the federal poverty line	0
A.17 If the program serves enrollees under A.16.f, specify how the program has demonstrated that all income-eligible children in their area are being served.	
Specify:	

Prior enrollment

A.18 Enrolled in Head Start or Early Head Start for:	# of children
a. The second year	1,598
b. Three or more years	25

Transition and Turnover

	# of children
A.19 Total number of preschool children who left the program any time after classes or home visits began and did not re-enroll	771
a. Of the preschool children who left the program during the program year, the number of preschool children who were enrolled less than 45 days	528
A.19.b. Of the number of preschool children enrolled in Head Start at the end of the current enrollment year, the number projected to be entering kindergarten in the following school year	1,913

Child care subsidy

	# of children at end of enrollment year
A.24. The number of enrolled children for whom the program received a child care subsidy	0

Race and Ethnicity

A.25 Race and Ethnicity	# of children	
	(1) Hispanic or Latino origin	(2) Non-Hispanic or Latino origin
a. American Indian or Alaska Native	0	0
b. Asian	0	2
c. Black or African American	8	3
d. Native Hawaiian or other Pacific Islander	0	0
e. White	4,366	5
f. Biracial/Multi-racial	0	0
g. Other	0	0
h. Unspecified	23	1
1. Explain: Parents declined		

Primary language of family at home

A.26 Primary language of family at home:	# of children
a. English	1,231
b. Spanish	3,173
c. Native Central American, South American, and Mexican Languages	0
d. Caribbean Languages	0
e. Middle Eastern & South Asian Languages	0
f. East Asian Languages	1
g. Native North American/Alaska Native Languages	0
h. Pacific Island Languages	0
i. European & Slavic Languages	1
j. African Languages	0
k. Other	2
1. Explain: American Sign Language	
l. Unspecified	0

TRANSPORTATION

Transportation services

A.27 Does the program provide transportation to some or all of the enrolled children either directly or through a formal contractual agreement with a transportation provider?	Yes

	# of children
a. Number of children for whom transportation is provided	607

Buses

	# of buses owned
A.28 Total number of buses owned by the program that were purchased with ACF grant funds and are currently used to support program operations, regardless of year purchased	39
a. Of these, the number of buses purchased since last year's PIR was reported	0

A.29 Are any of the buses used by the program leased by the program itself?	No

RECORD KEEPING

Management Information Systems

A.30 Does your program use a management information system to track enrollees, program services, characteristics of families, and information on program staff?		Yes
Name/title	*Locally designed*	*Web Based*
PROMIS (Program Resources and Outcomes Management Information System, Cleverex)	No	Yes
Redelearner	No	Yes
Abila Fund Accounting	No	No
Sage Abra HR	No	No
Microsoft Office (Word, Excel, Access)	Yes	No

B. PROGRAM STAFF & QUALIFICATIONS

TOTAL STAFF

Staff by Type

	(1) # of Head Start staff	(2) # of contracted staff
B.1 Total number of staff members, regardless of the funding source for their salary or number of hours worked	784	0
a. Of these, the number who are current or former Head Start or Early Head Start parents	256	0
b. Of these, the number who left since last year's PIR was reported	26	0
1. Of these, the number who were replaced	18	0

TOTAL VOLUNTEERS

Volunteers by Type

	# of volunteers
B.2 Number of persons providing any volunteer services to the program since last year's PIR was reported	308
a. Of these, the number who are current or former Head Start or Early Head Start parents	274

MANAGEMENT STAFF

Coordination of services

B.4 On average, the number of hours per week services managers spend coordinating services:	Average # of hours per week
a. Child Development & Education Manager	40
b. Health Services Manager	40
c. Family & Community Partnerships Manager	40
d. Disability Services Manager	40

CHILD DEVELOPMENT STAFF

Child Development Staff Qualifications - Preschool Classroom and Assistant Teachers (HS and Migrant Programs)

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
B.5 Total number of preschool child development staff by position	195	195

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
a. An advanced degree in:		
1. Early childhood education	0	1
2. Any field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
b. A baccalaureate degree in:		
1. Early childhood education	83	0
2. Any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	0	34
3. Any field and has been admitted into and is supported by the Teach for America program and passed a rigorous early childhood content exam	0	0
Of the preschool child development staff with a baccalaureate degree in B.5.b.1 through B.5.b.3 above, the number enrolled in:		
4. Advanced degree in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
c. An associate degree in:		
1. Early childhood education	112	33
2. A field related to early childhood education and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	0	0
Of the preschool child development staff with an associate degree in B.5.c.1 and B.5.c.2 above, the number enrolled in:		
3. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	8

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following credentials:		
d. A Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	0	117
1. Of these, a Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements and that is appropriate to the option in which they are working	0	0
Of the preschool child development staff with the credentials in B.5.d above, the number enrolled in:		
2. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0
3. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position:		
e. The number who do not have the qualifications listed in B.5.a through B.5.d	0	10
Of the preschool child development staff in B.5.e above, the number enrolled in:		
1. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0
2. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	0	0
3. Any type of Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements and that is appropriate to the option in which they are working	0	10

	# of classes
B.6 Total number of center-based option classes serving preschool-aged children	195
B.7 Number of center-based option classes serving preschool-aged children in which at least one teacher (excluding assistant teachers) has one of the following: - An advanced or baccalaureate degree in early childhood education or in any field and coursework equivalent to a major relating to early childhood education with experience teaching pre-school age children, or - A baccalaureate degree and has been admitted into and is supported by the Teach for America program and passed a rigorous early childhood content exam - An associate degree in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	0

Child development staff qualifications - Home-based and FCC

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
B.9 Total number of child development staff by position	0	0	0	0

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees or credentials:				
a. An advanced degree in/licensed as:				
1. Social work/ Licensed clinical social worker (LCSW)/ Licensed master social worker (LCMW)	0	0	0	0
2. Marriage and family therapy/ Licensed marriage and family therapist (LMFT)	0	0	0	0
3. Psychology	0	0	0	0
4. Sociology	0	0	0	0
5. Human services (include related areas such as child and family services or social services)	0	0	0	0
6. Nursing plus Nurse Practitioner (NP) license	0	0	0	0
7. Early childhood education	0	0	0	0
8. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees and licenses:				
b. A baccalaureate degree in:				
1. Social work	0	0	0	0
2. Psychology	0	0	0	0
3. Sociology	0	0	0	0
4. Human services (include related areas such as child and family services or social services)	0	0	0	0
5. Nursing plus Registered Nurse (RN) license	0	0	0	0
6. Early childhood education	0	0	0	0
7. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees and licenses:				
c. An associate degree in:				
1. Social work	0	0	0	0
2. Psychology	0	0	0	0
3. Sociology	0	0	0	0
4. Human services (include related areas such as child and family services or social services)	0	0	0	0
5. Nursing plus Registered Nurse (RN) license	0	0	0	0
6. Early childhood education	0	0	0	0
7. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following credentials:				
d.License, certification, or credential held:				
1. Nursing, non-RN, i.e. LPN, CNA, etc.	0	0	0	0
2. Family development credential (FDC)	0	0	0	0
3. Child development associate credential (CDA)	0	0	0	0
4. State-awarded certification, credential, or license appropriate to the option in which they are working, i.e. home-based option or family child care option	0	0	0	0
5. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position:				
e. The number who do not have the qualifications listed in B.9.a through B.9.d	0	0	0	0
Of the child development staff in B.9.e above, the number enrolled in:				
1. An advanced degree or license	0	0	0	0
2. A baccalaureate degree	0	0	0	0
3. An associate degree	0	0	0	0
4. Studies leading to a non-degree license, certificate, or credential	0	0	0	0

NON-SUPERVISORY CHILD DEVELOPMENT STAFF

Child development staff - ethnicity and race

B.12 Race and Ethnicity:	# of non-supervisory child development staff	
	(1) Hispanic or Latino origin	(1) Non-Hispanic or Non-Latino origin
a. American Indian or Alaska Native	0	0
b. Asian	0	0
c. Black or African American	0	0
d. Native Hawaiian or other Pacific Islander	0	0
e. White	390	0
f. Biracial/Multi-racial	0	0
g. Other	0	0
h. Unspecified	0	0

Child development staff - language

	# of non-supervisory child development staff
B.13 The number who are proficient in a language(s) other than English	390
a. Of these, the number who are proficient in more than one language other than English	390
B.14 Language groups in which staff are proficient	# of non-supervisory child development staff
a. Spanish	390
b. Native Central American, South American, and Mexican Languages (e.g., Mixteco, Quichean.)	0
c. Caribbean Languages (e.g., Haitian-Creole, Patois)	0
d. Middle Eastern & South Asian Languages (e.g., Arabic, Hebrew, Hindi, Urdu, Bengali)	0
e. East Asian Languages (e.g., Chinese, Vietnamese, Tagalog)	0
f. Native North American/Alaska Native Languages	0
g. Pacific Island Languages (e.g., Palauan, Fijian)	0
h. European & Slavic Languages (e.g., German, French, Italian, Croatian, Yiddish, Portuguese, Russian)	0
i. African Languages (e.g., Swahili, Wolof)	0
j. Other	0
k. Unspecified	0

Child development staff - classroom teacher turnover

	# of classroom teachers
B.15 The number of classroom teachers who left your program during the year.	12
B.16 Of these, the number who left for the following reasons:	# of classroom teachers
a. Higher compensation/benefits package in the same field	4
b. Change in job field	0
c. Other	8
1. Comments: Personal Reasons, Family Issues, Retirement, Continue Education	
B.17 Number of classroom teacher vacancies in your program that remained unfilled for a period of 3 months or longer	3
B.18 Number of classroom teachers hired during the year due to turnover	12

Child development staff - Home-based visitor turnover

	# of home-based visitors
B.19 The number of home-based visitors who left your program during the year	0
B.20 Of these, the number who left for the following reasons:	
a. Higher compensation/benefits package in the same field	0
b. Change in job field	0
c. Other	0
B.21 Number of home-based visitor vacancies in the program that remained unfilled for a period of 3 months or longer	0
B.22 Number of home-based visitors hired during the year due to turnover	0

FAMILY & COMMUNITY PARTNERSHIPS STAFF

Family & community partnerships staff - qualifications

	(1) # of family workers	(2) # of FCP supervisors
B.23 Total number of family & community partnerships staff	77	5
a. Of the FCP supervisors, the number who work directly with families, i.e. staff with a family caseload		0

B.24 Comments on staff shared by Head Start and Early Head Start programs:	

B.25 Of the family & community partnerships staff, the number with the following as the highest level of education completed:	(1) # of family workers	(2) # of FCP supervisors
a. A related advanced degree	1	1
b. A related baccalaureate degree	8	3
c. A related associate degree	15	1
d. A family-development-related credential, certificate, or license	11	0
e. None of the qualifications listed in B.25.a through B.25.d above	29	0
Of the staff in B.25.e above, the number enrolled in:		
1. A related degree at the associate, baccalaureate, or advanced level	2	0
2. Studies leading to a non-degree credential, certificate, or license that is family-development-related	0	0
B.26 Of the family & community partnerships staff, the number with a family-development-related credential, regardless of highest level of education completed	11	2

Education and Child Development Managers/Coordinators - Qualifications

	# of ECD managers/ coordinators
B.27 Total number of education & child development managers/coordinators	37
	# of ECD managers/ coordinators
Off the education & child development managers/coordinators, the number with the following degrees or credentials:	
a. An advanced degree in early childhood education, or an advanced degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	3
b. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	5
	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
c. An associate degree in early childhood education, or an associate degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	17
Of the education & child development managers/coordinators preschool child development staff in B.27.c above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	0
	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
d. A Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	12
Of the education & child development managers/coordinators preschool child development staff in B.27.d above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	0
	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
e. None of the qualifications listed in B.27.a through B.27.d	0
Of the education & child development managers/coordinators preschool child development staff in B.27.e above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	0

B.28 Comments on education & child development managers/coordinators shared by Head Start and Early Head Start programs:	

C. CHILD & FAMILY SERVICES

HEALTH SERVICES

Health insurance - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.1 Number of all children with health insurance	4,223	4,223
a. Number enrolled in Medicaid and/or CHIP	4,181	4,181
b. Number enrolled in state-only funded insurance (for example, medically indigent insurance)	7	7
c. Number with private health insurance (for example, parent's insurance)	35	35
d. Number with health insurance other than those listed above, for example, Military Health (Tri-Care or CHAMPUS)	0	0
1. Specify		
C.2. Number of children with no health insurance	185	185

Medical

Medical home - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.5 Number of children with an ongoing source of continuous, accessible health care	4,132	4,190
C.6 Number of children receiving medical services through the Indian Health Service	1	1
C.7 Number of children receiving medical services through a migrant community health center	0	0

Medical services - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.8 Number of all children who are up-to-date on a schedule of age-appropriate preventive and primary health care, according to the relevant state's EPSDT schedule for well child care	4,081	4,088

	# of children at end of enrollment year
a. Of these, the number diagnosed by a health care professional with a chronic condition needing medical treatment since last year's PIR was reported	397
1. Of these, the number who have received or are receiving medical treatment	397
b. Specify the primary reason that children who needed medical treatment, for any chronic condition diagnosed by a health care professional since last year's PIR was reported, did not receive it:	

C.9 Number of all children who received medical treatment for the following chronic conditions since last year's PIR was reported, regardless of when the condition was first diagnosed by a health care professional:	*# of children*
a. Anemia	16
b. Asthma	155
c. Hearing Difficulties	30
d. Vision Problems	10
e. High Lead Levels	0
f. Diabetes	0

Body Mass Index (BMI) - children (HS and Migrant programs)

C.10 Number of all children who are in the following weight categories according to the 2000 CDC BMI-for-age growth charts	*# of children at enrollment*
a. Underweight (BMI less than 5th percentile for child's age and sex)	248
b. Healthy weight (at or above 5th percentile and below 85th percentile for child's age and sex)	2,699
c. Overweight (BMI at or above 85th percentile and below 95th percentile for child's age and sex)	585
d. Obese (BMI at or above 95th percentile for child's age and sex)	669

Immunization services - children

	(1) # of children at enrollment	*(2) # of children at end of enrollment year*
C.11 Number of children who have been determined by a health care professional to be up-to-date on all immunizations appropriate for their age	3,645	3,921
C.12 Number of children who have been determined by a health care professional to have received all immunizations possible at this time, but who have not received all immunizations appropriate for their age	376	282
C.13 Number of children who meet their state's guidelines for an exemption from immunizations	4	4

Dental

Dental home - children

	(1) # of children at enrollment	*(2) # of children at end of enrollment year*
C.17 Number of children with continuous, accessible dental care provided by a dentist	4,131	4,189

Preschool dental services (HS and Migrant programs)

	# of children
C.18 Number of children who received preventive care since last year's PIR was reported	4,189
C.19 Number of all children, including those enrolled in Medicaid or CHIP, who have completed a professional dental examination since last year's PIR was reported	3,512
a. Of these, the number of children diagnosed as needing treatment since last year's PIR was reported.	551
1. Of these, the number of children who have received or are receiving treatment	245
b. Specify the primary reason that children who needed dental treatment did not receive it:	Appointment is scheduled for future date

MENTAL HEALTH SERVICES

Mental health professional

	# of hours
C.22 Average total hours per operating month a mental health professional(s) spends on-site	43

Mental health services

C.23 Indicate the number of enrolled children who were served by the mental health (MH) professional(s) since last year's PIR was reported.	# of children at end of enrollment year
a. Number of children for whom the MH professional consulted with program staff about the child's behavior / mental health	171
1. Of these, the number for whom the MH professional provided three or more consultations with program staff since last year's PIR was reported	1
b. Number of children for whom the MH professional consulted with the parent(s) / guardian(s) about their child's behavior/mental health	16
1. Of these, the number for whom the MH professional provided three or more consultations with the parent(s) / guardian(s) since last year's PIR was reported	16
c. Number of children for whom the MH professional provided an individual mental health assessment	16
d. Number of children for whom the MH professional facilitated a referral for mental health services	16

Mental health referrals

	# of children at end of enrollment year
C.24 Number of children who were referred by the program for mental health services outside of Head Start since last year's PIR was reported	13
a. Of these, the number who received mental health services since last year's PIR was reported	10

DISABILITIES SERVICES

Preschool disabilities services (HS and Migrant programs)

	# of children
C.25 Number of children enrolled in the program who have an Individualized Education Program (IEP) indicating they have been determined eligible by the LEA to receive special education and related services	460
a. Of these, the number who were determined eligible to receive special education and related services:	# of children
1. Prior to enrollment into the program for this enrollment year	357
2. During this enrollment year	103
b. Of these, the number who have not received special education and related services	0

Preschool primary disabilities (HS and Migrant programs)

C.27 Diagnosed primary disability	(1) # of children determined to have this disability	(2) # of children receiving special services
a. Health impairment(i.e. meeting IDEA definition of 'other health impairments')	4	4
b. Emotional disturbance	0	0
c. Speech or language impairments	406	406
d. Intellectual disabilities	12	12
e. Hearing impairment, including deafness	2	2
f. Orthopedic impairment	4	4
g. Visual impairment, including blindness	2	2
h. Specific learning disability	0	0
i. Autism	19	19
j. Traumatic brain injury	0	0
k. Non-categorical/developmental delay	11	11
l. Multiple disabilities (excluding deaf-blind)	0	0
m. Deaf-blind	0	0

EDUCATION AND DEVELOPMENT TOOLS/APPROACHES

Screening

	# of children
C.28 Number of all newly enrolled children since last year's PIR was reported	2,786
C.29 Number of all newly enrolled children who completed required screenings within 45 days for developmental, sensory, and behavioral concerns since last year's PIR was reported	2,551
a. Of these, the number identified as needing follow-up assessment or formal evaluation to determine if the child has a disability	103
C.30 The instrument(s) used by the program for developmental screening:	
LAP-D (Learning Accomplishment Profile - Diagnostic Screener)	
Other (Please Specify) - Development Early Childhood Assessment (DECA)	
Other (Please Specify) - Speech Screener	

Assessment

C.31 Approach or tool(s) used by the program to support ongoing child assessment:	
Name/title	*Locally designed*
LAP-D (Learning Accomplishment Profile - Diagnostic)	No

Curriculum

C.32 What curriculum does your program use:	
a. For center-based services:	
Name/title	*Locally designed*
Frog Street Pre-K	No
Other (Please Specify) - Planning Guide	No
Other (Please Specify) - CIRCLE	No
Other (Please Specify) - Picturing America	No
Other (Please Specify) - Journeys	No

b. For family child care services:

c. For home-based services:

STAFF-CHILD INTERACTION OBSERVATION TOOLS

		# of programs
C.33 Does the program routinely use staff-child interaction observation tools to assess quality?		Yes
C.34 If yes, interaction observation tool(s) used by the program:		
	(1) Name/title	*(2) Locally designed*
a. Center-based settings	Classroom Assessment Scoring System (CLASS)	No
b. Home-based settings		
c. Family child care settings		

FAMILY AND COMMUNITY PARTNERSHIPS

Number of families

	# of families at enrollment
C.35 Total number of families:	4,051
a. Of these, the number of two-parent families	2,852
b. Of these, the number of single-parent families	1,199

C.36 Of the number of two-parent families, the number in which the parent/guardian figures are best described as:	# of two-parent families at enrollment
a. Parents (biological, adoptive, stepparents, etc.)	2,811
b. Grandparents	6
c. Relatives other than grandparents	1
d. Foster parents not including relatives	34
e. Other	0
1. Specify:	

C.37 Of the number of single-parent families, the number in which the parent/guardian figure is best described as:	# of single-parent families at enrollment
a. Mother (biological, adoptive, stepmother, etc.)	1,145
b. Father (biological, adoptive, stepfather, etc.)	18
c. Grandparent	13
d. Relative other than grandparent	1
e. Foster parent not including relative	21
f. Other	1
1. Specify:	Volunteer Caregiver

Employment

C.38 Of the number of two-parent families, the number of families in which:	# of families at enrollment
a. Both parents/guardians are employed	482
b. One parent/guardian is employed	1,846
c. Both parents/guardians are not working (i.e. unemployed, retired, or disabled)	524

C.39 Of the number of single-parent families, the number of families in which:	# of families at enrollment
a. The parent/guardian is employed	682
b. The parent/guardian is not working (i.e. unemployed, retired, or disabled)	517

C.40 The number of all families in which:	# of families at enrollment
a. At least one parent/guardian is a member of the United States military on active duty	1
b. At least one parent/guardian is a veteran of the United States military	0

Federal or other assistance

	(1) # of families at enrollment	(2) # of families at end of enrollment year
C.41 Total number of families receiving any cash benefits or other services under the Federal Temporary Assistance for Needy Families (TANF) Program	628	613
C.42 Total number of families receiving Supplemental Security Income (SSI)	382	328
C.43 Total number of families receiving services under the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	3,402	2,917
C.44 Total number of families receiving services under the Supplemental Nutrition Assistance Program (SNAP), formerly referred to as Food Stamps	3,351	3,317

Job training/school

C.45 Of the number of two-parent families, the number of families in which:	# of families at enrollment
a. Both parents/guardians are in job training or school	4
b. One parent/guardian is in job training or school	55
c. Neither parent/guardian is in job training or school	2,793

C.46 Of the number of single-parent families, the number of families in which:	# of families at enrollment
a. The parent/guardian is in job training or school	31
b. The parent/guardian is not in job training or school	1,168

C.47 Of the total number of all families, the number in which one or more parent/guardian:	# of families at end of enrollment year
a. Completed a grade level in school, prior to high school graduation (e.g. 8th grade, 11th grade)	63
b. Completed high school or was awarded a GED during this program year	25
c. Completed an associate degree during this program year	13
d. Completed a baccalaureate or advanced degree during this program year	15

	# of families at end of enrollment year
C.48 Of the total number of all families, the number in which one or more parent/guardian completed a job training program, professional certificate, or license during this program year	29

Parent/guardian education

C.49 Of the total number of families, the highest level of education obtained by the child's parent(s) / guardian(s):	*# of families at enrollment*
a. An advanced degree or baccalaureate degree	48
b. An associate degree, vocational school, or some college	799
c. A high school graduate or GED	893
d. Less than high school graduate	2,311

Family services

C.50 Types of family services	*(1) # of families with an expressed interest or identified need during the program year*	*(2) # of families that received the following services during the program year*
a. Emergency/crisis intervention such as meeting immediate needs for food, clothing, or shelter	18	18
b. Housing assistance such as subsidies, utilities, repairs, etc.	46	4
c. Mental health services	38	1
d. English as a Second Language (ESL) training	335	63
e. Adult education such as GED programs and college selection	320	25
f. Job training	57	29
g. Substance abuse prevention	0	0
h. Substance abuse treatment	0	0
i. Child abuse and neglect services	0	0
j. Domestic violence services	0	0
k. Child support assistance	4	0
l. Health education	373	108
m. Assistance to families of incarcerated individuals	21	21
n. Parenting education	298	298
o. Relationship/marriage education	9	9
p. Asset building services (such as financial education, opening savings and checking accounts, debt counseling, etc.)	533	533
C.51 Of these, the number of families who were counted in at least one of the services listed above	2,052	1,109

Father engagement

C.52 Number of fathers/father figures who were engaged in the following activities during this program year:	*# of father/ father figures*
a. Family assessment	0
b. Family goal setting	171
c. Involvement in child's Head Start child development experiences (e.g. home visits, parent-teacher conferences, etc.)	116
d. Head Start program governance, such as participation in the Policy Council or policy committees	1
e. Parenting education workshops	171

Homelessness services

	# of families
C.53 Total number of families experiencing homelessness that were served during the enrollment year	1
	# of children
C.54 Total number of children experiencing homelessness that were served during the enrollment year	1
	# of families
C.55 Total number of families experiencing homelessness that acquired housing during the enrollment year	0

Foster care and child welfare

	# of children
C.56 Total number of enrolled children who were in foster care at any point during the program year	20
C.57 Total number of enrolled children who were referred to Head Start/Early Head Start services by a child welfare agency	20

Collaboration Agreements and Community Engagement

Child care partners

	# of formal agreements
C.58 Total number of formal aggrements with Child Care Partners during program year	0
a. Of the Child Care Partners, the number of formal contractual agreements made void or broken during the program year	0

Local education agency (LEA)

	# of LEAs
C.59 Number of LEAs in the program's service area	15
C.60 Number of formal agreements the program has with LEAs:	# of formal agreements
a. To coordinate services for children with disabilities	13
b. To coordinate transition services	0

Public school pre-kindergarten programs

	Yes / No
C.61 Does the program have formal collaboration and resource sharing agreements with public school pre-kindergarten programs?	Yes
	# of formal agreements
a. If yes, the number of formal agreements in which the program is currently participating	9

Part C agencies

	# of Part C Agencies
C.62 Number of Part C agencies in the program's service area	3
	# of formal agreements
a. Number of formal agreements the program has with Part C agencies to coordinate services for children with disabilities	3

Child welfare agencies

	Yes / No
C.63 Does the program have formal collaboration agreements with child welfare agencies?	No

REPORTING INFORMATION

PIR Report Status	Completed
Confirmation Number	16083131789
Last Update Date	08/31/2016

AI-56483 **Head Start** **19. G.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: HEAD START

Information

CAPTION

Discussion/Approval of the 2016-2017 Training and Technical Assistance (T-TA) Plan

BACKGROUND

Policy Council Approval: 09.21.16

Fiscal Impact

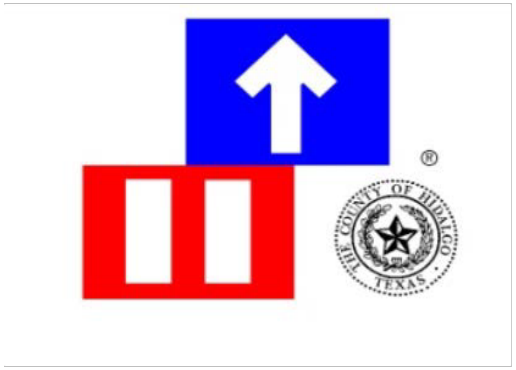
Attachments

T-TA Plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 09:01 AM
Glinda Pacheco	Glinda Pacheco	09/21/2016 10:44 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Linda Galaviz		Started On: 09/20/2016 08:51 AM
Final Approval Date: 09/23/2016		

Hidalgo County
Head Start Program



Training and Technical Assistance
Program Plan
2016-2017

Policy Council Approval:
Commissioners' Court Approval:

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the symptoms of alcohol and substance abuse.	Participants will be provided with the necessary training and orientation in the area of prevention of alcohol and substance abuse particularly in children and juveniles.	Daniel Rodriguez, Behavioral Health Solution of South Texas	1. PC 2. Power Point Presentation	$ 5,400 For all Pre-Service Training	Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities	Participants will be provided with necessary training as required by the American with Disabilities Act (ADA) Section 504	Rosa Torres, Disability Rights Texas	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the warning signs of child abuse/neglect and domestic violence and ensure that everyone understands "If you suspect-you report"	Participants will be provided with necessary training as required by the Texas Family Code 745.8551.	Belinda Escaname Alma Cisneros D.F.P.S.	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the Hidalgo County Head Start mandated policies as required by federal, state and local regulations.	To comply with federal, state and local regulations participants will review and acknowledge receipt of the mandated policies listed below: -Civil Rights Act -Standards of Conduct -Confidentiality Policy -Reporting Child Abuse and Neglect Policy -Discipline and Guidance Policy -Dress Code Policy -Hidalgo County Drug and Alcohol Policy -Hidalgo County Sexual Harassment -Hidalgo County Absence Control Policy -Hidalgo County Ethics Policy -TB Questionnaire	David Guel, Administrator for Human Resources	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify and address sexual harassment in the workplace.	The presenter will provide information to Head Start employees on how to recognize and prevent incidents of sexual harassment.	Rene Parrao, Safety Specialist	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and utilize preventive measures to promote a safer work environment. .	Participants will be provided with the necessary training to respond appropriately to work violence.	Armando Guzman, Hidalgo County Safety Officer Supervisor	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to: identify probable causes of accidents; minimize work-related injuries; and follow reporting procedures.	Procedures will be discussed and implemented for reporting work related injuries. Training will be conducted on the following: -Workers' Compensation Procedures -General Safety Rules -Slips, Trips, and Falls -Safe Lifting and Back Care -Accident Prevention and Control -Ladder Safety -Using PPE -Driving Safety Tips -Use of Fire Extinguishers -Chemical Safety Fact Sheet	Noemi Flores, Risk Management Specialist	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to adhere to the Civil Service Commission Rules and Regulations.	The Hidalgo County Civil Service Commission Rules review will provide the participants information on personnel practices and the procedures governing disciplinary actions.	David Guel, Administrator for Human Resources	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
At the Leadership Training participants will be able to describe the roles and responsibilities of a Parent committee Member that will enable them to be part of the decision making process.	Participants will be provided materials and information to prepare elected parents for their roles at the center committees and the Policy Council if elected.	Teresa Flores, Executive Program Director Elvira Segura, Family Services Director		$ 11,200	Sept. 24, 2016	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
The Policy Council will be able to identify the major program functions and operations by participating in the Governance Institute.	Each major function/operations of each department will be presented by the Director/ Administrator supervising the department. Roles and responsibilities of the Policy Council will be emphasized.	Consultant		$ 11,850	Oct. 21-23, 2016	Training Calendar Evaluation
Participants will be able to describe the valuable role of fathers and fatherhood to our present and future generations.	Participants will engage in discussion affirming fathers in valuable contribution to the lives of their children.	Consultant Internal Education Professionals		$ 8,300	February 22, 2017	Program Calendar Agenda Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to successfully establish a career path, for their job responsibilities, that aligns with the Head Start mandates.	The HCHSP Staff Development professional will provide counseling and guidance to all employees on developing their staff Development Plan and monitor the progress of goal achievement. She will serve as the liaison between the HCHSP and the Institutions of Higher Education. She will manage and coordinate all training and workshops for the Program	Sylvia Garza Staff Development Director		$60,000	Pre-Service On-Going	Training Calendar Staff Development Plan Evaluation
Participants will be able to acquire and maintain CDAD Certification	All assistant teachers will participate in CDA classes to obtain and maintain certification	Sylvia Garza Staff Development Director		$20,050		

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement the goals and objectives of the School Readiness Plan and the Education Services Plan	HCHSP Education professionals will provide hands on training and technical assistance on curriculum assessment and instruction to all classroom staff. Reinforce and promote coaching strategies to improve CLASS scores.	Rebecca Villarreal, Administrator for Education Department Area Directors			Pre-Service On-Going	Training Calendar Feedback Forms Evaluation
Participants (staff and parents) will attend national institutes presented by National Head Start Association and National Association for the Education of Young Children NAEYC.	Professional Development will be offered to selected participants for specific purposes.	Executive Director and Assistant Director		$ 48,803		

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part I.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Ana Villarrutia, Family Services Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part II.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Debra Gamboa, Family Services Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will identify the different volunteer opportunities and the requirements to become a volunteer.	Participants will be encouraged to volunteer in any of the different areas of the Head Start Program and become more involved in the education of their children. Center staff and central office staff will inform parents of the many ways to participate in Head Start.	Head Start Executive Team Members	1. PC 2. Power Point Presentation	$ 6,875	August 29, 2016- September 1, 2016	Training Calendar Survey Evaluation
Participants will work collaboratively with other agencies to identify and access services and resources through direct services or referrals.	The Parent Fair will be organized for parents to participate and respond to family needs and assist in developing family goals.	Elvira Segura, Family Services Director	1. PC 2. Power Point Presentation	$ 12,275	Nov. 18, 2016	Training Calendar Evaluation
Participants will be able to apply Head Start Performance Standard as it pertains to (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance specifically for children with disabilities and will implement specific strategies to retain enrollment of children with disabilities.	Participants will receive instructions and guidance on how to implement strategies and procedures at the center classroom and center level.	Elvira Segura, Family Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to describe the three major goals for the 21st Century Exploring Parenting Program.	The 21st Century Exploring Parenting Program will provide participants an approach to parent education based on the philosophy that parents are mature capable adults who know their children best; that there is no single best way of parenting; and that each parent makes his or her own child-rearing decisions based on their values, beliefs, cultures and their experiences.	Elvira Segura, Family Services Director Center Managers Support Services Staff	1. Exploring Parenting Curriculum 2. Handouts 3. Registration Form 4. Supplies	$2,000	Pre-Service Program Year 2016-2017	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the 10 financial education modules of the Financial Literacy Program; Wealth Creating Through Financial Education	Participants will be trained on 10 financial education modules that will provide ability to make informed decision and take effective actions regarding the use and management of money.	Elvira Segura, Family Services Director Gloria Casas, Consultant	1. PC 2. Power Point Presentation		Pre-Service Program Year 2016-2017	Training Calendar Survey Evaluation
Participants will be able to identify the eligibility criteria for children enrolling with the Hidalgo County Head Start Program.	The Recruitment Training is for the purpose of providing Head Start services to eligible children, three to five years of age regardless of sex, creed, color, national origin or disabling condition.	Elvira Segura, Family Services Director			Feb. 08, 2017	Training Calendar

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will identify and follow steps of Access Esperanza Clinic services to assist Head Start Parents plan their families and stay healthy.	Participants will: • Discuss the value of family planning • Review federal and state funding sources for free to low cost family planning services • Describe at least 3 services Access Esperanza Clinic provides • Identify community resources for family planning and preventive health care services	Martha Leos, Education Supervisor	1. PC 2. Power Point Presentation		Pre-Service Program Year 2016-2017	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the different areas of work by the representatives of the Consulate of Mexico with the objective of guiding the Head Start families with the information of the referral process.	Participants will be given information in the 3 areas of services provided by the Consulate of Mexico. Information will be made available in the form of flyers of the different centers available for the families in the area.	Olivia Rubio, Community Representative	1. PC 2. Power Point Presentation		Pre-Service Program Year 2016-2017	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Provide information to employees regarding the services available through HCCSA	Participants will have a working knowledge base regarding the various programs offered through HCCSA namely utility assistance and case management.	Jaime R. Longoria, Executive Director Mari Gallegos, CCFS Supervisor			Pre-Service Program Year 2016-2017	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify & recognize all the areas of expertise and programming of the TA&MAES in order to improve the lives of the families of Head Start	Participants will develop a much thorough understanding in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development using research based knowledge focused on local, issues and needs.	Andrea Valdez, County Extension Agent Claudia Quiroga, FCS Program Assistant Esly Reyes, Agent Assistant			Pre-Service Program Year 2016-2017	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will learn about the Early Childhood programs and distinguish between them to make appropriate referrals	Participants will learn about the specific requirements needed to make a referral for ECI, PAT, HIPPY, and Nurse Family Partnership	Vicky Doria, ECI Site Manager Lizbeth Carrera, HIPPY Coordinator			Pre-Service Program Year 2016-2017	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will develop an understanding of services provided by the WIC Program, its eligibility requirements, and benefits of the program. Participants will identify and follow steps regarding Preschool Nutrition and the components of MyPlate.	Participants will be able to demonstrate knowledge on • Who is eligible to apply for the WIC Program • Eligibility requirements for the WIC Program • Components of the MyPlate	Kassandra Suarez, RD			Pre-Service Program Year 2016-2017	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will describe organic vegetable gardening and receive information on health and wellness for children, families and school communities, while combining physical activity.	Participants will expand their knowledge experience in the elements of nutrition, garden science, and physical activity through a hands on training session.	Ashley Gregory, M.S. Texas A&M Agrilife Extension County Extension Educator-Horticulture			Pre-Service Program Year 2016-2017	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement safe food handling practices.	Participants will be able to participate in activities to identify safe food handling practices.	Aurora Figueroa Karina Beckmann, Child Nutrition Coordinators	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to locate and utilize Child Nutrition Program required information.	The required information for the Child Nutrition Program will be presented and reviewed with staff. Copies of presentation will be provided. .	Gilbert Silva, Child Nutrition Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will receive Food Handler's Certification required by Hidalgo County Health and Human Services Department.	The presenter will provide information on how to maintain proper safety and sanitation on the workplace to prevent food safety errors.	Lupe Flores City of McAllen Health Dept.	1. PC 2. Power Point Presentation	$8,000	Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare the necessary information and recognize the route needed for a referral in the area of mental health.	Participants will take part in discussion by asking questions and discussing different scenarios in the classroom in regards to referrals and staffing's.	Mental Health Coordinator	1. PC 2. Power Point Presentation		Pre-Service On-Going	Training Calendar Survey Evaluation
Participants will be able to describe different strategies to manage children with challenging behaviors.	Participants will take part in discussion by asking questions and discussing different strategies for children with challenging behavior in the classroom.	Mental Health Coordinator	1. PC 2. Power Point Presentation		Pre-Service On-Going	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Transition and Community Partnership						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access and implement the Performance Standards and relate the information to the Program Plan	Participants will actively listen and review the Performance Standards and the Program Plan.	Ramiro Silva, Community Partnership and Transition Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access Community Resources for children, families and pregnant women.	The Networking Meeting is designed to develop community partnerships supported by interagency agreements to secure appropriate services for children and families.	Ramiro Silva, Community Partnership and Transition Director		$ 4,380	September 2, 2016	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access, utilize and interpret the Health Policies and Procedures in regards to the Performance Standards.	The Health Policies and Procedures will be discussed and how these apply to the Performance Standards.	Lucy Hernandez, RN Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify all updates regarding Local and State 2016 Immunizations and recommendations.	Participants will participate in discussion and ask questions on different scenarios regarding Local and State Health.	Patricia Garcia TVFC Educator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to recognize symptoms, assess the health concerns within their classroom and manage the different scenarios of Communicable Diseases in their classroom.	RN will explain and discuss topics in relation to Hidalgo County Head Start Program Performance Standards & Health Services Manual.	Lucy Hernandez, RN Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to generate health reports utilizing PROMIS program.	Participants will discuss and ask questions on the collection of health data for all health services including mental health.	Lucy Hernandez, RN Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to describe the Medication Administration Protocol.	Participants will receive guidance and instruction on the storage and administration of medication to Children.	Lucy Hernandez, RN Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be certified on First Aid and CPR procedures	Participants will receive guidance and instruction to perform emergency first aid and CPR procedures.	Noemi Flores, Risk Management Specialist	1. PC 2. Power Point Presentation	12,700	Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to review the policies and procedures in the area of *Transportation.*	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to describe the policies and procedures in the area of the *Warehouse operation.*	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and use local, state and federal standards relating to buildings and grounds.	An overview of the applicable standards will be presented and discussed as they apply to the requirements for facilities and playgrounds for children and staff.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare cleaners and chemicals used for sanitizing.	An overview of appropriate product application and applicable Performance Standards will be presented to the participants. The formulas for preparing cleaners and chemicals will be reviewed.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the required office procedures and processing of required documentation for purchases.	A comprehensive explanation of departmental operating procedures will be made.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to prepare and process the monthly supplies order request form.	Participants will participate in an overview of the standard procedure for determining on hand quantities, needs, ordering procedures and product implementation.	Oscar Palacios, Field Operations Director			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Special Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Rosa Torres, Disability Rights of Texas	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to generate accurate Special Services Report.	An overview of the Special Services Report will be presented to the staff. Handouts will be provided to the staff.	Edna Snider, Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Special Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (IDEA) and the services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Roy Ballesteros, Disability Rights Texas	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to administer a speech Screener to children in an effort to identify children who warrant further evaluation. .	Participants will develop their skills in using this tool screener to evaluate if children's sound acquisition, voice and fluency is reflective of their developmental age. A copy of the Speech Screener will be provided to staff.	PSJA ISD Special Education Dept.	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Special Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to correctly complete a referral packet to LEA on children requiring evaluation.	The training will focus on the required data collection which is vital to the referral packet. Handouts will be provided to the staff.	Edna Snider, Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
The participants will be able to describe the purpose of the ARD meeting.	The ARD training will cover the content and information discussed at the meeting. This will be presented to the staff via power point.	Edna Snider, Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Finance						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to complete and submit reports on allowable in-kind contributions, complete and submit their Travel Expense Reports (excluding commuting miles) and follow procedures to secure and access their payroll information.	Participants will be presented the steps on how to complete the Certificate of In-Kind Report and the Local Travel Expense Report. They will also develop a better understanding of the importance of retaining payroll records and will be reminded to submit any changes to their personal information to Human Resources (HR) AND Payroll/Finance Department.	Elma P. Keller, Chief Financial Officer	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to apply the information Procedures Manual to their instructional processes and center activities.	Participants will be engaged in the whole group discussion and become able to relate and apply applicable standards and guidelines.	Rebecca Villarreal, Administrator for Education Area Directors	1. PC 2. Power Point Presentation		Pre-Service On-Going	Training Calendar Survey Evaluation
Participants will be able to access and implement the Performance Standards, Head Start Early Learning Outcomes Framework (HSELOF), and the School Readiness Plan.	Participants will be able to recognize the connection between Performance Standards, School Readiness Plan and Education services program plan.	Rebecca Villarreal, Administrator for Education Area Directors	1. PC 2. Power Point Presentation		Pre-Service On-Going	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to write comprehensive lesson plans addressing the unique needs of each child.	The participants will review the lesson plan format and its content which reflect the individual needs of the children.	Suzie Saenz, Education Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to integrate and categorize children's data by entering information into the PROMIS system.	Participants will establish a new and effective tracking system of children's data to encourage parents to be full partners in the education of their children as indicated on Performance Standard 1304.40(i)(2)	Nadia De León, Education Director Roger Foster Consultant	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to analyze and utilize data collected from the LAP-D Profile Report to individualize instruction and record progress.	Participants will utilize the Red-e-learner Website and run reports from the website. They will have an opportunity to analyze the LAP-D Classroom Profile Report, the Dual Language Checklist and the Social Emotional Checklist. They will identify individual objectives and classroom objectives using LAP-D Assessment results. Staff will be able to ask questions and discuss concerns to secure information needed.	Nadia De León, Area Director	1. PC 2. Power Point Presentation		Pre-Service On-going	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the Texas Department of Family and Protective Services-child Care Licensing Minimum Standards Updates.	Participants will review the minimum standards and the importance of full compliance with the standards will be emphasized. An analysis of the weight designated for each deficiency will be made. The staff will have an opportunity to ask questions and discuss concerns.	Helen D. Meave, Compliance, Accountability & Monitoring Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will acquire strategies to implement the Dual Language Program.	Participants will explore different strategies that will assist them in working with Dual Language Learners..	Anabel Castillo Ofelia Venegas PSJA ISD Teachers Connie Casas PSJA Early Start	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to learn, understand and apply current technology resources available to them. Knowledge of software packages, available hardware utilization and information on how to obtain new technology resources will be given.	Participants will be informed and trained on how to utilize technology resources available to them. They will also be given information on how to apply for grants to obtain new technology resources for their classroom.	Valentín V. Guerra Mullor M. Pre-K Teacher, CLF, CIT ECHSS Instructional Coach (PSJA ISD)	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to understand what very young children should know and be able to do at different points in their development.	Participants will learn about the four domains the ITELG addresses	Lizet Valenciana Adriana Bonilla	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement and create hands-on tactile sensory activities for their students to explore and experiment.	Participants will learn easy and cost effective ways to create wet and dry tactile/sensory bins for their students to focus on learning by exploring and experimenting more than on creating a product.	Lizet Valenciana Adriana Bonilla	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to acquire a variety of effective Math and Science strategies that teachers can implement in their classroom.	Participants will present different Math and Science hands-on activities to use in small and whole. There activities will be used to expand the direct instruction presented by the teacher.	Ofelia Davila-Pharr Mentor Coach/Teacher Dalia Dominguez-Pharr Teacher- Diana Mena-Pharr Teacher	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will apply six "Active Supervision" strategies instantly to make sure children are never left unattended.	In this session, participants will examine the importance of how "active supervision" is basic for the prevention of harm to all children. This includes responsibilities for the ongoing supervision of each child, appropriate visual and/or auditory awareness, physical proximity, and knowledge of activity requirements for each child's needs.	Dr. Beverly Ashley	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to plan and implement program to engage children and families in reading.	Participants will be introduced to different strategies to encourage parents into making their reading time at home more purposeful and more fun.	HCHSP Teachers Center Mangers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement activities and strategies to improve phonological awareness and letter recognition.	Participants will make "foldables" to utilize in the classroom. The foldable will include a 3"+1" foldable for sight words, the "itsy bitsy" book for letter recognition, also a foldable for name and sounds will be created.	Doraly Hernández Alma Marines	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to recognize the meaning of Circle Time and Read-Aloud and recognize how effectively they should be used in the classroom.	Participants will find how Circle Time and Read-Aloud is effective for children in the classroom. Participants will share thoughts, listen to one another, actively participate together, introduce new concepts and ideas, read together, sing together, and build a sense of respect and support for one another.	Marisa Casares, UTRGV-Mentor Coach/Teacher Sara Martinez UTRGV- Mentor Coach/Teacher	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to define the meaning of Emotional Support and recognize how effective this domain is and how it can have different uses in a teacher-child setting.	Participants will identify the different indicators and behavior markers under the Emotional Support Domain to implement in the classroom to improve teacher-child interactions and teaching practices.	M. Casares, Teacher S. Ramirez, Teacher Nadia De Leon, Area Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to recognize the meaning of Instructional Support and recognize how effective this domain is and how it can have different uses in a teacher/student's setting.	Participants will identify how the Instructional Support is used and how the dimensions and behavior markers stated for this domain are able to promote and link effective teaching in classroom.	Sara Martinez, UTRGV Mentor Coach/Teacher Rosalinda Vásquez, Palacios Mentor Coach/Teacher Karen Bronwen, Pharr Mentor Coach/Teacher	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement best practice strategies and activities into their daily routines to make learning fun, engaging for their students.	Participants will be given several best practice strategies and activities to use in their classroom. Participants will participate in different activities to understand that learning should be fun and engaging for their students.	Julie Robie	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement all the components of the Frog Street curriculum.	Participants will have an opportunity to engage in discussion and hands on activities using the Frog Street Curriculum.	Lisa Steinbauer, Frog Street Consultant	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and define the C.L.A.S.S. domains and dimensions and utilize their information to assess classroom quality.	Participants will engage in discussion activities and video exemplars to acquire a strong theoretical and research based foundation regarding relationship building teacher and child.	Helen Meave, C.L.AS.S. Trainer Rebecca Villarreal Administrator for Education Area Directors	1. PC 2. Power Point Presentation	$65,000	Pre-Service On-Going	Training Calendar Survey Evaluation
Participants will be able to implement strategies to create a more conducive learning environment using higher-order thinking questions; in return students will develop ability to respond using higher-order thinking skills, through Analysis, Open-Ended questions, and Back and Forth Conversations.	Participants will engage in back and forth conversations with presenter to get an understanding on what are higher-order thinking questions that elicit more challenging responses from students and develop their ability to carry out meaningful conversations.	Mario A. Rendon, Jr.	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to develop an understanding of and effectively implement learning centers in their classrooms.	Participants will be provided an explanation on how to design and manage self-running learning center, and to develop age appropriate center activities for all students.	Leticia Alvarez, Western Road Head Start Teacher Karina Larios, Human Resources Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to integrate music and movement activities into their daily lesson plans form Kindermusik.	Participants will be presented an overview of Kindermusik. They will receive songs for immediate use in their lessons and to identify the music used in each of the Five Essential Domains of the HSELOF.	Kelly Green Kindermusik Team.	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

AI-56482 **Head Start** **19. H.**

CC - REGULAR

Meeting Date: 09/27/2016

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

Department: HEAD START

Information

CAPTION

Discussion/Approval to Submit the Following 2017 Budget Applications:
1. Department of Health and Human Services (DHHS)
2. Texas Department of Agriculture (TDA)

BACKGROUND

Policy Council Approval: 09.21.16

Fiscal Impact

Attachments

2017 budgets

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/20/2016 09:01 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Linda Galaviz		Started On: 09/20/2016 08:47 AM
Final Approval Date: 09/23/2016		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 21, 2016

SUBJECT: Discussion/Approval to Submit the Following 2017 Budget Applications:
a. Department of Health and Human Services (DHHS)
b. Texas Department of Agriculture (TDA)

RATIONALE/NEED: Every year the Program must submit the Continuation Budget Application and the Texas Department of Agriculture budget application in order for the Program to continue providing comprehensive services to the children and their families.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum, DHHS and TDA Budgets

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INITIATED BY: Edmundo Garcia, Assistant Director for Operations

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start
MEMORANDUM
"Children first..."

Date: September 14, 2016

To: Hidalgo County Policy Council
Hidalgo County Commissioners' Court

From: Teresa Flores, Executive Director

C.C: Edmundo Garcia, Assistant Program Director
Nora Munoz, Assistant Program Director
Elma Carrera, Chief Financial Officer

Subject: 2017 Budget for Head Start Program (Department of Health and Human Services)
2017 Budget for Nutrition (Texas Department of Agriculture)

The Hidalgo County Head Start Program is submitting a Funding Application for a non-competitive grant for FY2017 (1/1/2017 to 12/31/2017) under Grant Number O6CH010420 to the Administration for Children and Families, Department of Health and Human Services in the amount of $26,248,527, as per their letter dated August 1, 2016 (see letter attached).

The Program is also submitting the annual reimbursement grant for child nutritional services under the Child and Adult Care Food Program to the Texas Department of Agriculture totaling $3,275,486.

Department of Health and Human Services, Head Start Grant.

The attached Head Start Program budget for 2017 reflects the Program's continued commitment to providing high quality services as per Head Start Federal Standards requirements in accordance with the Head Start Act of 2007. This funding will make it possible for the Hidalgo County Head Start Program to serve **3,690** children and families throughout the County Of Hidalgo.

The Head Start Grant requires a twenty percent (20%) Non-Federal match which as always, will be met through in-kind contributions provided by parents, families and community partners, allowable under the Head Start Act. Volunteers spend time in the classrooms assisting teachers, assisting with meals, reading to the children as parents continue the Head Start experience at home with curriculum oriented activities. Community partners provide classroom space at reduced rates as well as classroom supplies and materials. School districts provide state licensed teaches and free or low-cost classroom space. They also provide furniture, computers, materials and supplies. This year's Non-Federal share match contribution will amount to $6,562,131. The total funding application to The Department of Health and Human Services for Federal and Non-Federal sources will amount to $32,810,658**.** Please see budget categories below:

Head Start
Health and Human Services
2017 Budget

This budget reflects the same level of funding that was awarded in FY 2016 (1/01/2016 – 12/31/2016). This budget includes an anticipated increase in health insurance costs of $65,000. There are no new positions or salary increases proposed for consideration.

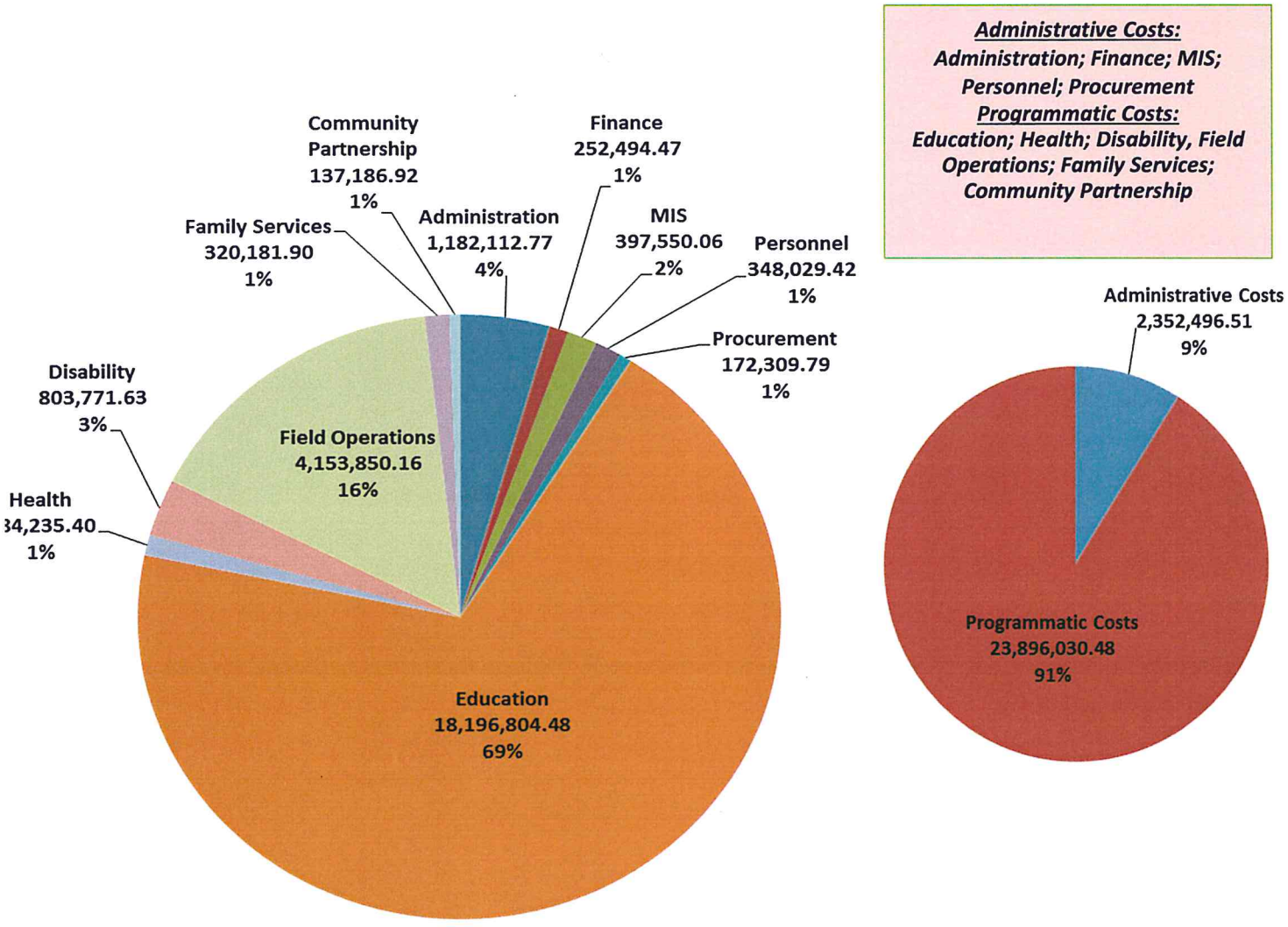
Salaries	**$16,954,774**
Fringes/ Benefits	$ 6,918,060
Equipment	$ 0
Office Supplies	$ 87,104
Classroom Supplies	$ 187,955
Maintenance Supplies	$ 226,402
Janitorial Supplies	$ 62,237
Medical Supplies	$ 5,398
Operational Supplies	$ 66,483
Center Space/Rent	$ 170,597
Telephone Service	$ 328,585
Utilities	$ 343,000
Local Travel	$ 48,500
Professional Services	$ 72,550
Dental Services	$ 1,050
Disability Services	$ 5,600
Mental Health Services	$ 30,000
Medical Services	$ 500
Printing Center	$ 29,600
Insurance	$ 175,000
Vehicle Maintenance	$ 95,000
Fuel	$ 75,000
Equipment Repair	$ 48,999
Small Equipment Rental	$ 39,300
Training and Technical Assistance*	$ 276,833
Total Budget	**$ 26,248,527**
Non-Federal Share	**$ 6,562,131**
Total	**$ 32,810,658**

*Specifically designated

The Salary schedule and Schedule by position are attached for review.

Head Start
Health and Human Services Funds
2017 Budget by Department and Major Expenditures

Department:	Salaries	Fringes	Supplies	Other	Totals
Administration	408,299.20	110,791.57	43,304.00	619,718.00	1,182,112.77
Finance	179,670.40	59,424.07	8,950.00	4,450.00	252,494.47
MIS	148,699.20	48,917.86	59,983.00	139,950.00	397,550.06
Personnel	242,590.40	75,739.02	15,000.00	14,700.00	348,029.42
Procurement	123,926.40	38,233.39	4,150.00	6,000.00	172,309.79
Education	12,667,285.60	5,215,629.14	183,954.74	129,935.00	18,196,804.48
Health	201,115.20	63,510.57	6,879.63	12,730.00	284,235.40
Disability	548,974.40	231,322.23	6,700.00	16,775.00	803,771.63
Field Operations	2,137,896.80	984,318.40	294,888.85	736,746.11	4,153,850.16
Family Services	205,545.60	63,307.93	9,318.37	42,010.00	320,181.90
Community Partnership	90,771.20	26,865.72	2,450.00	17,100.00	137,186.92
Totals	**16,954,774.40**	**6,918,059.90**	**635,578.59**	**1,740,114.11**	**26,248,527.00**
Percentage By Category	64.6%	26.4%	2.4%	6.6%	100.0%



Head Start Nutrition Program
Texas Department of Agriculture

The application for food services to the **Texas Department of Agriculture** for FY2017 (10/1/2016 to 9/30/2017) for reimbursement under **The Child and Adult Care Food Program** is in the amount of **$3,275,486**. This application reflects an estimated increase in reimbursement of $142,695 due to an upward adjustment in the rate of reimbursement from $5.8075 to 5.9675 per child/per day.

The Reimbursement rate is calculated as follows:

Breakfast	$1.71
Lunch	$3.16
Snack	$0.86
Cash-in-Lieu of Commodities	$0.2375
Reimbursement Rate	$5.9675

The Reimbursement formula is calculated as follows:

175 service days x 3,690 children x 85% ADA x 5.9675 = $3,275,486

This budget includes one new position for a driver and all salaries remain funded at the same level as in FY2016. This budget includes an anticipated increase in health insurance costs of $2,592.

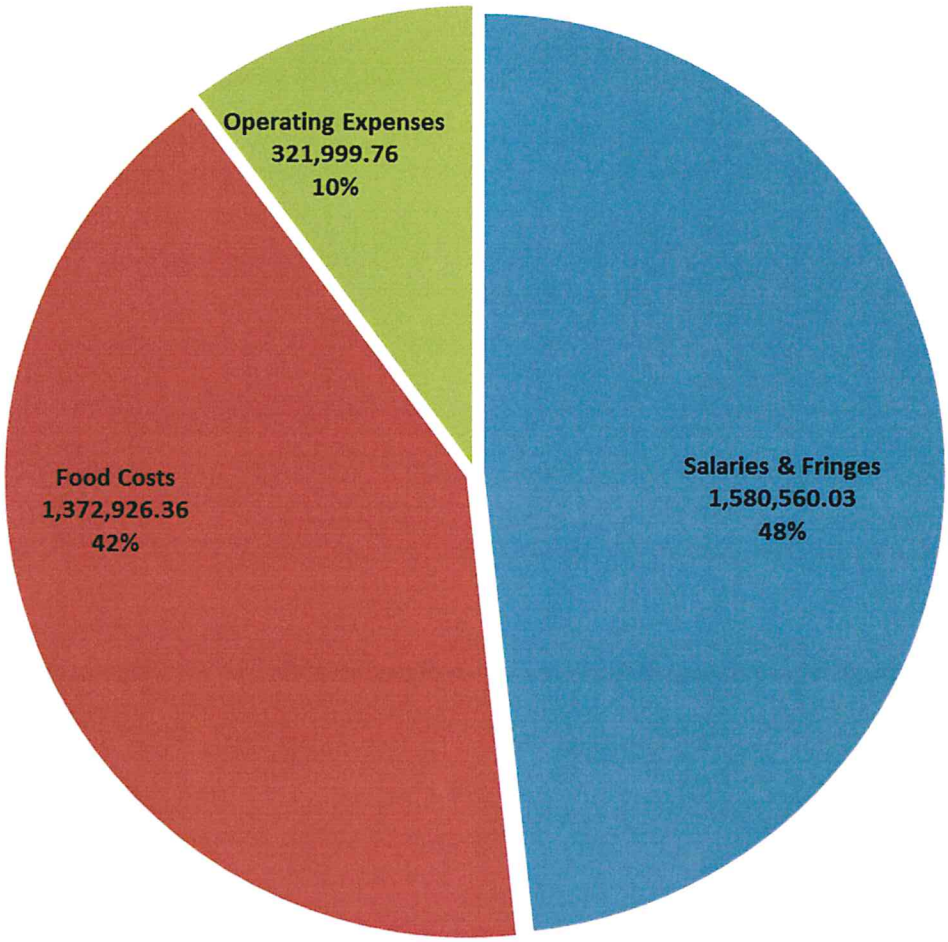
Head Start Nutrition Program
FY2017

Salaries	**$ 1,085,365**
Fringe Benefits	**$ 495,195**
Food	**$ 1,362,926**
Equipment	**$ 0**
Non-Food Supplies	**$ 155,000**
Office Supplies	**$ 7,500**
Equipment Maintenance	**$ 30,000**
Vehicle Maintenance	**$ 8,500**
Vehicle Fuel	**$ 12,000**
Utilities	**$ 75,000**
Telephone	**$ 12,000**
Subscriptions	**$ 2,000**
Printing	**$ 2,000**
Local Travel	**$ 4,000**
Trainings and Technical Assistance	**$ 24,000**
Total Budget	**$ 3,275,486**

The Salary Schedule and Schedule by Position are attached for review.

Head Start Nutrition Budget
Texas Department of Agriculture Funds
2017 Budget by Major Expenditures

Description:	Budget Amount
Salaries & Fringes	1,580,560.03
Food Costs	1,362,926.34
Operating Expenses	331,999.78
Totals	**3,275,486.15**



Hidalgo County Head Start Program Base Salary Scale
2016-2017

POSITION - TITLE	Annual Salary
Administrator for Education - Masters	$69,487.56
Administrator for Human Resources - Masters	$69,487.56
Assistant Administrator for Human Resources	$46,693.94
Assistant Bookkeeper - Procurement	$24,772.90
Assistant Bookkeeper- Finance	$24,772.90
Assistant Cook	$20,500.00
Assistant Director for Operations	$85,332.00
Assistant Director for Programmatic Services- Masters	$86,205.60
Assistant Teacher	$20,500.00
Bookkeeper - Finance	$30,008.41
Bookkeeper - TDA	$29,306.09
Bus Aide/Substitute	$20,500.00
Bus Driver/Maintenance	$20,500.00
Bus/Classroom Aide (PIT-20 Hours Weekly)	$8,353.40
Center Manager (Non-Degree)	$28,641.00
Center Manager (Associates)	$31,699.20
Center Manager (Bachelors)	$36,776.26
Center Manager (Masters)	$37,946.80
Chief Financial Officer - Bachelors	$70,106.40
Clerk/Receptionist - Administration	$20,500.00
Coordinator - Associates	$36,222.92
Coordinator - Bachelors	$39,649.41
Coordinator - Non Degree	$33,647.73
Crew Leader- Non Degree	$29,220.95
Custodian - Administration & Center	$20,500.00
Department Director - Non Degree - MIS	$58,999.30
Department Director - Non Degree - Field Operations	$60,548.80
Director - Associates	$57,888.56
Director - Bachelor	$59,506.04
Director - Masters	$61,080.95
Disability Classroom Assistant	$20,500.00
Electrician Technician	$31,264.08
Executive Director - Masters	$104,915.20
Executive Secretary	$37,308.33
Facilitator - Associates	$31,264.08
Facilitator - Non Degree	$29,220.95
Food Driver	$20,500.00
Head Cook	$27,646.05
Kitchen Helper	$20,500.00
Mail Courier	$20,500.00
Maintenance Worker	$20,500.00
Mental Health Counselor - Master's Degree	$48,193.94
Nurse (RN) - Bachelors	$48,077.30
Risk Management Specialist - Non Degree	$42,565.12
Secretary	$21,112.30
Specialist - Bachelors	$42,565.12
Support Service Facilitator (Center) - A.A.	$31,264.08
Support Service Facilitator (Center) - B.A.	$36,137.79
Support Service Facilitator (Center) - Non Degree	$26,603.20
Suppport Service Assistants	$20,500.00
Teacher (Associates)	$27,475.78
Teacher (Bachelors)	$31,264.08
Interim Teacher (temporary)	$21,154.86
Warehouse Courier	$20,500.00
Substitutes	$60.00 per day
$1,500.00 Stipend for Masters Degree	
$2,000.00 Stipend for Additional Department Responsibilities	
$500.00 Stipend for Center Manager Assigned Two Centers	
$200.00 Stipend for Center Manager per Classroom for more than Five Classrooms	
$1,000.00 Stipend for Center Manager in Public School Site	

Letter from ACF, Office of Head Start Regarding the Funding Application for 01.01.17-12.31.17

ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | Region VI | 1301 Young Street, Room 937, Dallas, TX 75202 | www.eclkc.ohs.acf.hhs.gov

August 1, 2016

Ramon Garcia, County Judge
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540

Re: Grant No. 06CH010420

Dear Mr. Garcia:

This letter provides guidance on the requirements for submission of the application to operate Head Start and/or Early Head Start programs by organizations preliminarily eligible for a non-competitive grant under 45 C.F.R. § 1307.7 and organizations currently operating under a grant with a definite project period. Funding is contingent upon the availability of federal funds and satisfactory performance under the terms and conditions of the Head Start grant in the current budget period.

The following table reflects the projected funding and enrollment levels for the Head Start and/or Early Head Start grant for use in preparing the application for the 1/1/2017 – 12/31/2017 budget period.

Common Accounting Number (CAN)	Funding Level	Funded Federal Enrollment
G064122 – Head Start Program Operations	$25,971,694	3,960
G064120 – Head Start Training and Technical Assistance	$276,833	
G064125 – Early Head Start Program Operations	$0	0
G064121 – Early Head Start Training and Technical Assistance	$0	
TOTAL	**$26,248,527**	**3,960**

The application for the Head Start and/or Early Head Start grant is due 10/1/2016. The application must be prepared in accordance with the *Application Instructions* available in the Head Start Enterprise System (HSES). The instructions specify the requirements for submission of the baseline application for the first budget period of the project period and continuation applications in the subsequent budget periods of the project period. A continuation application must be completed for the upcoming budget period. **Incomplete applications will not be processed.**

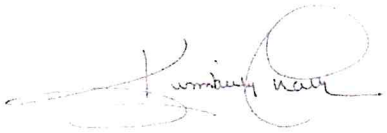
Submission Requirements

The *Application Instructions* containing the criteria the application must address and the submission requirements are posted in the HSES at https://hses.ohs.acf.hhs.gov/hsprograms. Please select the Financials tab under Instructions in the HSES to download the *Application Instructions* upon receipt of this letter. Please review the instructions carefully prior to preparing the application. Reference materials can be found in the "Instructions" section of the HSES. To access the application, select the Financials tab on the home page. For further assistance, please contact help@hsesinfo.org or 1-866-771-4737.

The application must be submitted electronically in the HSES. The application must be submitted on behalf of the Authorizing Official registered in the HSES.

Please ensure the application contains all of the required information in the *Application Instructions*. If you have any questions or need assistance, please contact Heather Colwell, Contractor, Head Start Program Specialist, at (214) 767-8856 or Heather.colwell@acf.hhs.gov or Gerald Scroggins, Grants Management Specialist, at (214) 767-8703 or gerald.scroggins@acf.hhs.gov. Thank you for your cooperation and timely submission of the grant application.

Sincerely,



Kimberly Chalk
Regional Program Manager
Office of Head Start

cc: Teresa Flores, Executive Director & Head Start Director

Hidalgo County Head Start Program

Budgeted Position

Hidalgo County HeadStart Program (HS) & Texas Department of Agriculture (TDA)
Positions Budgeted from January 1, 2017 through December 31, 2017

Administation (105)		Finance (110)		MIS (115)		Personnel (120)		Procurement (125)	
Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:
Executive Director	1	Chief Financial Officer	1	Director	1	Administrator for HR	1	Director	1
Assistant Program Director	2	Bookkeeper	2	MIS Facilitator Tech I	3	Human Resources Director	1	Coordinator	1
Executive Secretary	2	Assistant Bookkeeper	2			Assistant Admin for HR	1	Assistant Bookkeeper	1
Secretary	1					Secretary	3		
Receptionist	1					***Risk Management Specialist***	0		
	7		**5**		**4**	***Paid by the County***	**6**		**3**
Education (205)		**Staff Development (210)**		**Health (305)**		**Disability (405)**		**Family Serv (605)**	
Positions:	No:			Positions:	No:	Positions:	No:	Positions:	No:
Administrator for Education	1	Director	1	Director	1	Director	1	Director	1
Area Director	4	Clerk	1	Registered Nurse	1	Coordinator	2	Coordinator	2
Compliance Monitor	1			Coordinator/LVN	2	Clerk	1	Records Specialist	1
Mental Health Counselor	1			Secretary	1	Disability Aide	19	Secretary	1
Secretary	1								
Center Manager	37								
Teacher	186								
Assistant Teacher	186								
SS Facilitator	6								
SS Assistant	73								
	496		**2**		**5**		**23**		**5**
Field Operations (505)		**Community Partnership (610)**		**TDA (705)**				**Total # of Budgeted Positions**	
Positions:	No:	Positions:	No:						
Director	1	Director	1	Director	1			**Head Start**	
Coordinator	2	Facilitator	1	Coordinator	2			HS Budgeted Positions	**673**
Electrician Technician	1			Bookkeeper	1			HS Part-Time	**13**
Crew Leader	2			Secretary	1			Substitute Teachers	**54**
Bus Driver Maintenance	28			Head Cook	2			# of HS Positions	**740**
Bus Aide Substitute	15			Assistant Cook	2				
Maintenance Worker	10			Kitchen Helper	10			**TDA**	
Custodian	51			Food Driver	8			# of TDA Positions	**27**
Courier	4								
Clerk	1							**Grand Total of:**	**767**
Bus Aide Classroom Part Time	13								
	128		**2**		**27**				

Yearly Budgeted Positions

Hidalgo County Head Start Program

Department	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Administration	8	8	8	8	7	8	8	8	**8**	**8**	**8**	**8**	**8**	**7**
Finance	8	8	7	7	7	7	7	7	7	6	5	5	5	5
MIS	8	7	5	5	5	4	4	5	5	5	4	4	4	4
Personnel	5	5	5	5	5	5	5	5	5	5	3	4	4	6
Procurement	4	4	4	4	4	4	4	4	4	4	4	3	3	3
Public Relations	1	1	1	1	1	1	1	1	1	1	0	0	0	0
Risk Management	2	2	2	1	1	1	1	1	1	1	1	1	1	0
Education	470	525	525	509	511	511	511	513	509	525	520	519	513	496
Substitutes	57	57	57	57	57	57	57	57	57	57	54	54	54	54
Staff Development	3	3	3	3	2	2	2	2	2	2	2	2	2	2
Health	25	5	5	5	5	5	5	7	7	7	6	6	6	5
Mental Health	5	3	2	2	2	2	2	0	0	0	0	0	0	0
Disability	36	26	24	21	21	21	21	20	25	26	22	23	23	23
Field Operations	158	156	150	147	144	142	142	142	141	149	131	131	128	128
Family Services	30	5	5	4	4	5	5	5	5	5	5	5	5	5
Transition Literacy	14	2	2	2	2	2	2	2	2	2	2	2	2	2
Total # of Positions	**834**	**817**	**805**	**781**	**778**	**777**	**777**	**779**	**779**	**803**	**767**	**767**	**758**	**740**

Texas Department of Agriculture (TDA)

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
Head Cook	3	3	3	2	2	2	2	2	2	2	2	2	2	2
Assistant Cook	5	5	4	4	4	2	2	2	2	2	2	2	2	2
Driver	10	10	10	8	7	7	7	7	7	7	7	7	7	8
Kitchen Helper	21	21	19	15	13	13	10	10	10	10	10	10	10	10
Food Coordinator	6	2	2	2	2	2	2	2	2	2	2	2	2	2
Clerk	2	2	1	1	1	1	1	0	0	0	0	0	0	0
Bookkeeper	0	0	0	0	0	0	0	1	1	1	1	1	1	1
Secretary	0	0	1	1	1	1	1	1	1	1	1	1	1	1
Director	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Total # of Positions	**48**	**44**	**41**	**34**	**31**	**29**	**26**	**26**	**26**	**26**	**26**	**26**	**26**	**27**

AI-56525 **Planning Department** **20. A.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval

a.San Jacinto Estates No. 4 Ph. 1 Subdivision- Pct. 1(Jacinto Garza, President) (Mile 14 North Road & F.M. 1015)
No. of Lots: 45 Single Family
Flood Zone: X
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes

2.Final Approval

a.Myrna Subdivision- Pct. 4 (Myrna Salinas) (Seminary Road & Monte Cristo Road)
No. of Lots: 2 Single Family
Flood Zone: X
Drainage: Yes, reconstructed road side ditch.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes

b.La Esperanza Subdivision- Pct. 1 (Taek & Nancy Kim) (Mile 12 North Road & Val Verde Road)
No. of Lots: 146 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Donna
Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply
Paved: Yes

3.Final Approval with Financial Guarantee
a.Anhelito Ranch Subdivision- Pct. 1 (Javier Martinez) (Mile 2 ½ East Road & Mile 3 North Road)
No. of Lots: 4 Single Family
Flood Zone: C
Drainage: Yes, reconstructed road side ditch.
ETJ: No, Rural Area
Water: Yes, provided by Military Highway Water Supply
Sewer: Yes, Financial Guarantee 3 OSSF(S) (Lot 2 has an existing OSSF)
Paved: Yes

BACKGROUND

Fiscal Impact

Attachments

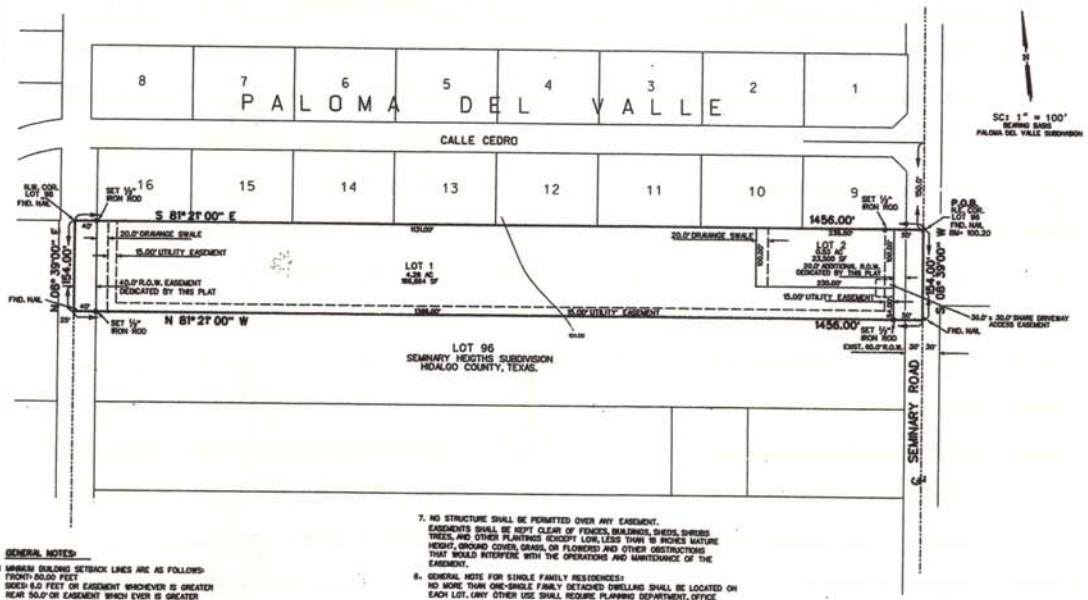
myrna
myrna
San Jacinto Est. No. 4 Ph. 1 Subd.
Myrna Subd.
La Esperanza Subd.
Anhelito Ranch Subd.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2016 04:44 PM
Linda Flores	Linda Flores	09/23/2016 02:38 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Flor Castillo		Started On: 09/21/2016 03:32 PM
Final Approval Date: 09/23/2016		

MYRNA SUBDIVISION

A 5.12 ACRE TRACT OF LAND OUT OF THE NORTH 5.12 ACRES, OF LOT 96, SEMINARY HEIGHTS SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 9, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.



A 5.12 ACRE TRACT OF LAND OUT OF THE NORTH 5.12 ACRES OF LOT 96, SEMINARY HEIGHTS SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 9, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND IN THE CENTERLINE OF SEMINARY ROAD FOR THE NORTHEAST CORNER OF LOT 96 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH ALONG THE EAST LINE OF LOT 96 AND THE CENTERLINE OF SEMINARY ROAD A DISTANCE OF 154.00 FEET TO A NAIL FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: WEST PASSING AT 30.00 FEET TO A ½" IRON ROD FOUND FOR THE WEST R.O.W. LINE OF SEMINARY ROAD, PASSING AT 1418.00 FEET TO A ½" IRON ROD FOUND FOR THE EAST R.O.W. LINE OF A 40.00' ROAD EASEMENT, A TOTAL DISTANCE OF 1456.00 FEET TO A NAIL FOUND ON THE WEST LINE OF LOT 96 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: NORTH, ALONG THE WEST LINE OF LOT 96, A DISTANCE OF 154.00 FEET TO A NAIL FOUND FOR THE NORTHWEST CORNER OF LOT 96 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE: EAST, ALONG THE NORTH LINE OF LOT 96, PASSING AT 40.00 FEET TO A ½" IRON ROD FOUND FOR THE EAST R.O.W. LINE OF A 40.00' ROAD EASEMENT, PASSING AT 1428.00FEET TO A ½" IRON ROD FOUND FOR THE WEST R.O.W. LINE OF SEMINARY ROAD, A TOTAL DISTANCE OF 1456.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.12 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, MYRNA SALINAS OWNER OF THE 5.12 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "MYRNA SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: MYRNA SALINAS
ADDRESS: P.O. BOX 4000
EDINBURG, TEXAS, 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MYRNA SALINAS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF _____, 2015

Notary Public, State of Texas
My Commission Expires
March 14, 2017

NOTARY PUBLIC, FOR THE STATE OF TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY:
RENE E. GARZA, P.E.
HCDD1 GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT No. 13

THIS PLAT IS HERE BY HIDALGO COUNTY IRRIGATION DISTRICT No. 13, DATE THIS THE 5th DAY OF May, 2015

PRESIDENT

DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MYRNA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, WILLIAM A. MANGUM, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE, AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

WILLIAM A MANGUM
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4353
4122 NORTH CONWAY
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REGISTERED LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I, CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL SUBDIVISION RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATE COST TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITY DESCRIBED ABOVE AS FOLLOWS; WATER FACILITY; THESE FACILITIES WILL BE CONSTRUCTED

SEWAGE FACILITIES, (SEWER SERVICE CONNECTION / INSTALLATION OF SEPTIC SYSTEMS) ARE ESTIMATED TO COST $0.00 PER LOT (ALL INCLUDED), FOR A TOTAL OF $0.00 FOR THE SUBDIVISION. THE SUBDIVISION HAS PAID A TOTAL OF $0.00 TO COUNTY OF HIDALGO, TEXAS TO COVER THE COST OF (SEWER SERVICE CONNECTION / INSTALLATION OF SEPTIC SYSTEMS).

RENE B. GARZA JR.
REG. PROFESSIONAL ENGINEER # 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

SHEET 1 OF 2

GENERAL NOTES:

1 MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT= 50.00 FEET
SIDES= 6.0 FEET OR EASEMENT WHICHEVER IS GREATER
REAR 50.0' OR EASEMENT WHICH EVER IS GREATER
GARAGE/CARPORT SET BACK SHALL BE 15.0'

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE CENTERLINE OF STREET. 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ⊕ -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
↗ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION 100.20, NAIL, AT THE NORTHEAST CORNER OF THIS SUBDIVISION OF THIS SUBDIVISION

5. FLOOD ZONE DESIGNATION ZONE "X"
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
G.P.M. 480334 0335 D
MAP REVISED JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 17, 2001
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 0.532 CUBIC -FEET 0.21 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE SOUTH SIDE OF LOTS 1 AND 2.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

12. MYRNA SALINAS.. THE OWNER & SUBDIVIDER OF MYRNA SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.-00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY IN EASEMENT.

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND /OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

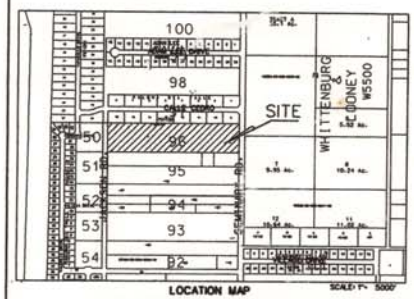
17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

18. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMITSTAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHTOR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.

19. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPREVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

20. THE PURCHASER OF EACH LOT SHALL BE RSPONSIBLE TO INSTALLED DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGHT

21. PROPERTY OWNERS WILL BE RESPONSIBLE FOR MAINTENANCE OF ACCESS EASEMENTS



LOCATION MAP

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERITORIAL JURISDICTION OF A MUNICIPALITY:

MYRNA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 4 AND IS LOCATED CENTRAL HIDALGO COUNTY, ON THE WEST SIDE OF SEMINARY ROAD, 150.00 FEET SOUTH OF CALLE CEDRO. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION OF 30,773 2005 CENSUS). MYRNA SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MYRNA SALINAS	P.O. BOX 4000	EDINBURG, TEXAS. 78540	
ENGINEER:	RENE B. GARZA JR.	100 E. FERGUSON	PHARR, TEXAS. 78577	(956) 533-9200
SURVEYOR:	WILLIAM A. MANGUM	4122 NORTH CONWAY	MISSION, TEXAS. 78574	(956) 533-9200

STATE OF TEXAS
COUNTY OF HIDALGO

I, Jose R. Salazar, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOW AS MYRNA SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE 14 DAY OF January, 20 15 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MYRNA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2015.

HIDALGO COUNTY JUDGE — DATE

ATTEST:_____
HIDALGO COUNTY CLERK — DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

DATE OF PREPARATION: MARCH 2015

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
100 E. FERGUSON, PHARR TEXAS. 78577
Tel. 956-533-9200

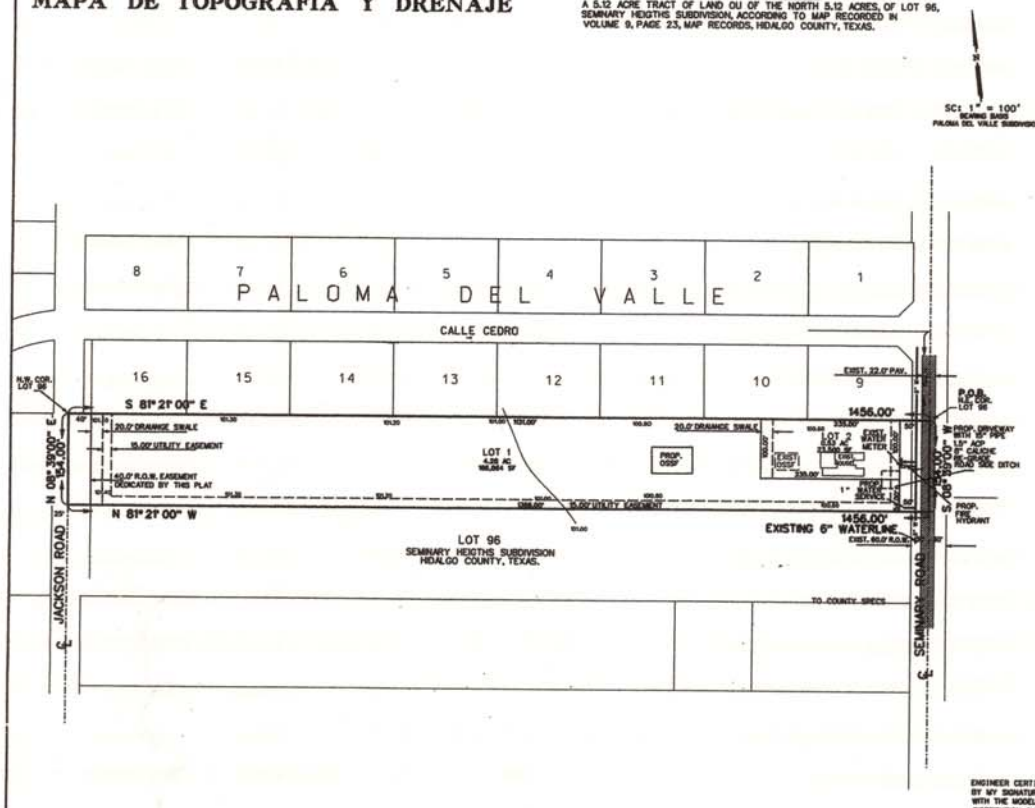
INDEX TO SHEET OF MYRNA SUBDIVISION

SHEET 1	HEADINGS; INDEX; LOCATION MAP AND KEY; PRINCIPAL CONTACTS; PLAT; METES AND BOUNDS; AND EASEMENT DESCRIPTIONS; LEGAL DESCRIPTION; LINETES AND BOUNDS SUBDIVISION; AND CONTINUE TO SHEET 2 FOR CONSTRUCTION NOTES; AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATIONS, AND ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; FINAL COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND TO DETERMINE THE PRESENCE THE PROJECT IS SITUATED IN A FLOOD; CERTIFICATION BY... SURVEY ERROR BEARING INVITATION DISTRICT NO. 13 CERTIFICATE OF PLAT APPROVAL; REVISION NOTES; NOTES; AND OFFICE CERTIFICATE
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWAGE FACILITY ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS) INCLUDING DESCRIPTION OF WATER AND WASTE WATER; AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSIONS); TYPICAL WATER SERVICE CONNECTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

MYRNA SUBDIVISION

A 5.12 ACRE TRACT OF LAND OU OF THE NORTH 5.12 ACRES, OF LOT 96, SEMINARY HEIGTHS SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 9, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT. SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I MYRNA SALINAS SUBDIVIDER OF MYRNA SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: MYRNA SALINAS
ADDRESS: P.O. BOX 4000
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MYRNA SALINAS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2015

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL SUBDIVISION SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

MYRNA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE CITY OF EDINBURG
THE SUBDIVIDER, AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG
HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG
HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF
THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.
THE CITY OF EDINBURG HAS AN EXISTING 6B " DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF
SEMINARY ROAD

WATER DISTRIBUTION FOR MYRNA SUBDIVISION CONSIST OF A PROPOSED 1- 1" WATER SERVICE FOR LOT 1
LOT 2 HAVE AN EXISTING METER, SAID SERVICES TERMINATE AT THE WATER METER BOX.
AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,500.00, IN ADDITION THE
THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $2,000.00, WHICH COVERS THE COST FOR LOTS 1 AND 2 , AS STATED
IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER
METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE
INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF EDINBURG UPON REQUEST BY THE LOT OWNER, THE CITY OF EDINBURG WILL
PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION
SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM MYRNA SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF")
CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT.
THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION
SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE
REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS
ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION
SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA AT LEAST TWO SOIL EXCAVATIONS WERE
PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IS SANDY LOAM BLOCKY EXTENDING UP TO 30" BELOW
THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER
WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED
PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL
COST OF $1,500.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF
ALL OSSF ON _____

LOT 2 ALREADY HAVE A SEPTIC TANK SYSTEM

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWERAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE
WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER
DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 3,500.00
SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,500.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE MYRNA SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE LA CIUDAD DE EDINBURG, EL DUENO DE LA
SUBDIVISION Y LA COMPANIA AGUA LA CIUDAD DE EDINBURG, HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE
AGUA POR LOS PROXIMOS 30 ANOS, LA CIUDAD DE EDINBURG, HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD
Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE MEDINA ESTATES CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE
DE 6 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA SEMINARY ROAD

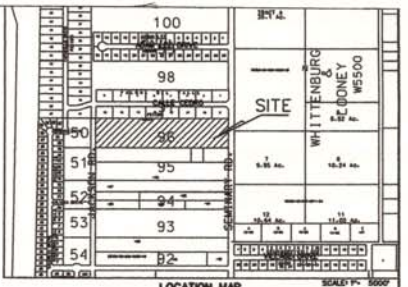
DEL CONDUCTO DE AGUA DE 6 PULGADAS SE INSTALARA UN CONDUCTO DOBLE DE 1 UNA PULGADA DE DIAMETRO PARA EL LOTE 1
Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $1,500.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA CIUDAD DE EDINBURG $1,000.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR
MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS
DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE LA CIUDAD DE EDINBURG LO INSTALARA SIN COSTO ALGUNO
AL DUENO DE LA SUBDIVISION. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION
SEA REGISTRADA EN EL CONDADO DE HIDALGO,
EL LOTE 2 YA TIENEN UN MEDIDOR DE AGUA

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO
DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y
HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO
POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE, SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA
SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME)
EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES
PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN
ESTA AREA FLUYE DEBIL .

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,500.00 DOLARES, INCLUYENDO EL
COSTO DEL PERMISO REQUERIDO Y LICENCIA, EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA
APROVACION FINAL A UN COSTO TOTAL DE $ 1,500.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO
TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE _____
EL LOTE 2 YA TIENEN UN SYSTEMA SEPTICO



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MYRNA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 4 AND IS LOCATED CENTRAL HIDALGO COUNTY, ON THE WEST SIDE OF SEMINARY ROAD, 150.00 FEET SOUTH OF CALLE CEDRO. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION OF 30,723 2005 CENSUS). MYRNA SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

SEPTEMBER 2013
DRAINAGE REPORT:
BY: INEZ B. GARZA JR. P.E.

MYRNA SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE WEST SIDE OF SEMINARY ROAD, 150.00 FEET SOUTH OF CALLE CEDRO.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0325 D
MAP REVISED: JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 17, 2001

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW RUNNOFF POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED. LOT 2 HAVE AN EXISTING HOUSE THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.5%. EXISTING RUNOFF (1.88 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 2 RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 2.70 CFS, HAVE CALCULATED THAT 0.384 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DETENTION AREAS.

CERTIFICATION:
BY MY SIGNATURE BELOW. I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0325 C
MAP REVISED: JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 17, 2001
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

INEZ B. GARZA JR.
REG. PROFESSIONAL ENGINEER # 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

11/1/15

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED
PROFESSIONAL ENGINEER

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 3,500.00

DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 1,500.00 PARA LA SUBDIVISION.

INEZ B. GARZA JR.
REG. PROFESSIONAL ENGINEER # 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

11/1/15

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MYRNA SALINAS	P.O. BOX 4000	EDINBURG, TEXAS. 78540	
ENGINEER:	INEZ B. GARZA JR.	100 E. FERGUSON	PHARR, TEXAS. 78577	(956) 533-9200
SURVEYOR:	WILLIAM A. WINGLIN	2412 SOUTH CONWAY	MISSION, TEXAS. 78572	(956) 585-5200

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
100 E. FERGUSON, PHARR TEXAS. 78577
Tel. 956-533-9200

SHEET 1 OF 2

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	LOT 2 OF A 5.12 ACRE DESCRIPTION/ LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF MUNICIPALITY AND DESIGNATE THE JURISDICTION THE PROJECT IS SITUATED/
	FLOOD CERTIFICATIONS/ M.C. KANIA CROP RANCH IRRIGATION DISTRICT NO. 15 CERTIFICATE OF APPROVAL/ REVISION NOTES/ NO-PARK AND LOOP CERTIFICATE/
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS)/ INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS)/
	TYPICAL WATER SERVICE CONNECTIONS/ OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION/
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE DEVELOPMENT/ MAP OF TOPOGRAPHY AND DRAINAGE/ AND ENGINEER'S CERTIFICATION/ REVISION NOTES/ CONSTRUCTION DETAILS/

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 9-27-2016

PROPOSED SAN JACINTO ESTATES NO. 4 PH. 1 SUBDIVISION, PRECINCT No. 1.

ENGINEER: QUINTANILLA, HEADLEY & ASSOC. DEVELOPER: JACINTO GARZA

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 45 ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: NORTH OF MILE 14 NORTH ROAD APPROXIMATELY ¼ MILE WEST OF FM 1015.

SUBDIVISION LIES WITHIN THE: ☒ THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 07-27-2016 PROPERTY LIES WITHIN FLOOD ZONE: " X " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE PROVIDED BY STORM DRAINAGE PIPE SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE EXISTING DRAIN DITCH.

ROAD R.O.W. DEDICATION: 25.00 FEET ON TO MILE 14 NORTH ROAD.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 08-16-2016 By, ROY GONZALEZ, PCT. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 08-03-2016 By, ELIZARDO "CHARDO" RAMOS Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: ISSAC MATA

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 8" LOCATION: FM 1015.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 09-07-2016 : By MARTIN RAMIREZ Environmental Compliance Coordinator

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:

☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*

Amount: $_____For: ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF:

SAN JACINTO ESTATES No. 4
PHASE I

A 32.42 ACRE TRACT OF LAND OUT OF FARM TRACT 441, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2001825, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 32.42 ACRE TRACT OF LAND OUT OF FARM TRACT 441, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2001825, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MILE 14 NORTH ROAD FOR THE SOUTHEAST CORNER OF FARM TRACT 441 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF FARM TRACT 441 AND THE CENTERLINE OF MILE 14 NORTH ROAD, A DISTANCE OF 1,299.28 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 15.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 14 NORTH ROAD, A TOTAL DISTANCE OF 40.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 45°00' E, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 128.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 45°00' W, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 45°00' E, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 304.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 45°00' W, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 45°00' E, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 304.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 45°00' W, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 48.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 192.00 FEET FOR THE SOUTH LINE OF A DRAIN DITCH EASEMENT, A TOTAL DISTANCE OF 244.00 FEET TO A POINT ON THE NORTH LINE OF FARM TRACT 441 FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF FARM TRACT 441, A DISTANCE OF 550.98 FEET TO A POINT FOR THE NORTHEAST CORNER OF FARM TRACT 441 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 45°00' E, ALONG THE EAST LINE OF FARM TRACT 441, A DISTANCE OF 933.38 FEET TO A POINT FOR AN EXTERIOR CORNER OF FARM TRACT 441 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF FARM TRACT 441, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET 645.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 14 NORTH ROAD, A TOTAL DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 32.42 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SOL ENCANTADO SUBDIVISION, RECORDED IN VOLUME 40, PAGE 173, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

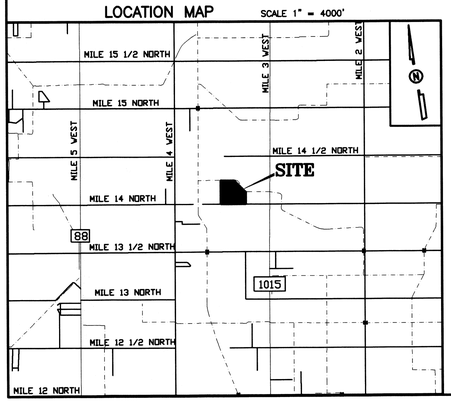
STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

6-24-16
DATE

LOCATION MAP

SCALE 1" = 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN JACINTO ESTATES No. 4 PHASE I, IS LOCATED IN THE SOUTHEAST OF HIDALGO COUNTY PRECINCT No. 1 THE NORTH SIDE OF MILE 14 NORTH ROAD APPROXIMATELY 2700.72 FEET EAST OF ITS INTERSECTION WITH MILE 4 WEST ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 31,442). SAN JACINTO ESTATES No. 4 PHASE I, LIES APPROXIMATELY 4.1 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY. IT LIES IN PRECINCT No. 1

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	SAN JACINTO ENTERPRISES, L.L.C. JACINTO GARZA, PRESIDENT	2100 W. EXPRESSWAY 83	MERCEDES, TX 78570	(956)565-9813	565-9018
ENGINEER:	MARCO A. GONZALEZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADING)
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN.

COMMUNITY–PANEL NUMBER 480334 0450 C
EFECTIVE DATE: JUNE 6, 2000, L.O.M.R.: MAY 30, 2002.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN. C.P.N. 480334 0450 C EFECTIVE DATE: JUNE 6, 2000, REVISED MAY 30, 2002, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– SETBACKS:
FRONT.....25.00 FEET
REAR.....15.00 FEET
REAR (LOTS 1 THROUGH 7).....30.00 FEET
SIDE.....6.00 FEET
CORNER SIDE.....10.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCHMARK No. 1 ELEV. 60.61 COTTON PICKER SPINDLE FOUND AT SOUTHWEST CORNER FT 441 AND SOUTHEAST CORNER OF FT 434, N.A.V.D. 88 DATUM
SOUTHEAST CORNER OF THIS SUBDIVISION.
BENCHMARK No. 2: ELEV.= TOP OF INLET LOCATED NEAR THE NORTHWEST CORNER LOT 35. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 84,138.45 CUBIC –FEET 1.93 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

7.– JACINTO GARZA, PRESIDENT , THE OWNER & SUBDIVIDER OF SAN JACINTO ESTATES No. 4 PHASE I RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

8.– LEGEND ● = DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

9.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

14.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

15.– NO DRIVEWAY ACCESS SHALL BE ALLOW FROM MILE 14 NORTH ROAD ON TO LOTS 1 THRU 8.

16.– THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION. AS REQUIRED BY HIDALGO COUNTY.

17.– LOTS 1 THROUGH 7 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MILE 14 NORTH ROAD. THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING MILE 14 NORTH ROAD TO DENY ACCESS ONTO LOT.

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS_____ DAY OF _____ 20___.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHTS–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.&C.C.I.D. #9.
NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

_____ GENERAL MANAGER

_____ DATE

APPROVED BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ RAUL SESIN, P.E., C.F.M. GENERAL MANAGER

_____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN JACINTO ESTATES No. 4 PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ ENVIRONMENTAL HEALTH DIMSION MANAGER

_____ DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20___.

JACINTO GARZA, PRESIDENT

INDEX OF SHEETS

SHEET 1
HEADING INDEX: LOCATION MAP: PRINCIPAL CONTACTS: MAP: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: HIDALGO COUNTY RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION: HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE: HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE: REVISION NOTES.

SHEET 2
LOCATION MAP, HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: LINE AND CURVE DATA: ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK RECORDING CERTIFICATE, REVISION NOTES

SHEET 3
WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT

SHEET 4
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

SHEET 5
CONSTRUCTION DETAILS: ENGINEERING CERTIFICATION: REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JACINTO GARZA, PRESIDENT, AS OWNER OF THE 32.42 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN JACINTO ESTATES No. 4 PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ SAN JACINTO ENTERPRISES, L.L.C. JACINTO GARZA, PRESIDENT 2100 W. EXPRESSWAY 83 MERCEDES, TEXAS 78570

_____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared JACINTO GARZA, PRESIDENT, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA — Notary Public, State of Texas — COMM. EXPIRES 07–23–2020 — NOTARY ID 124995875

_____ LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 4 PHASE I, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ Hidalgo County Judge _____ Date

ATTEST:
_____ Hidalgo County Clerk _____ Date

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — MARCO A. GONZALEZ — 120016 — LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

9-6-16
DATE

COUNTY COURT — COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

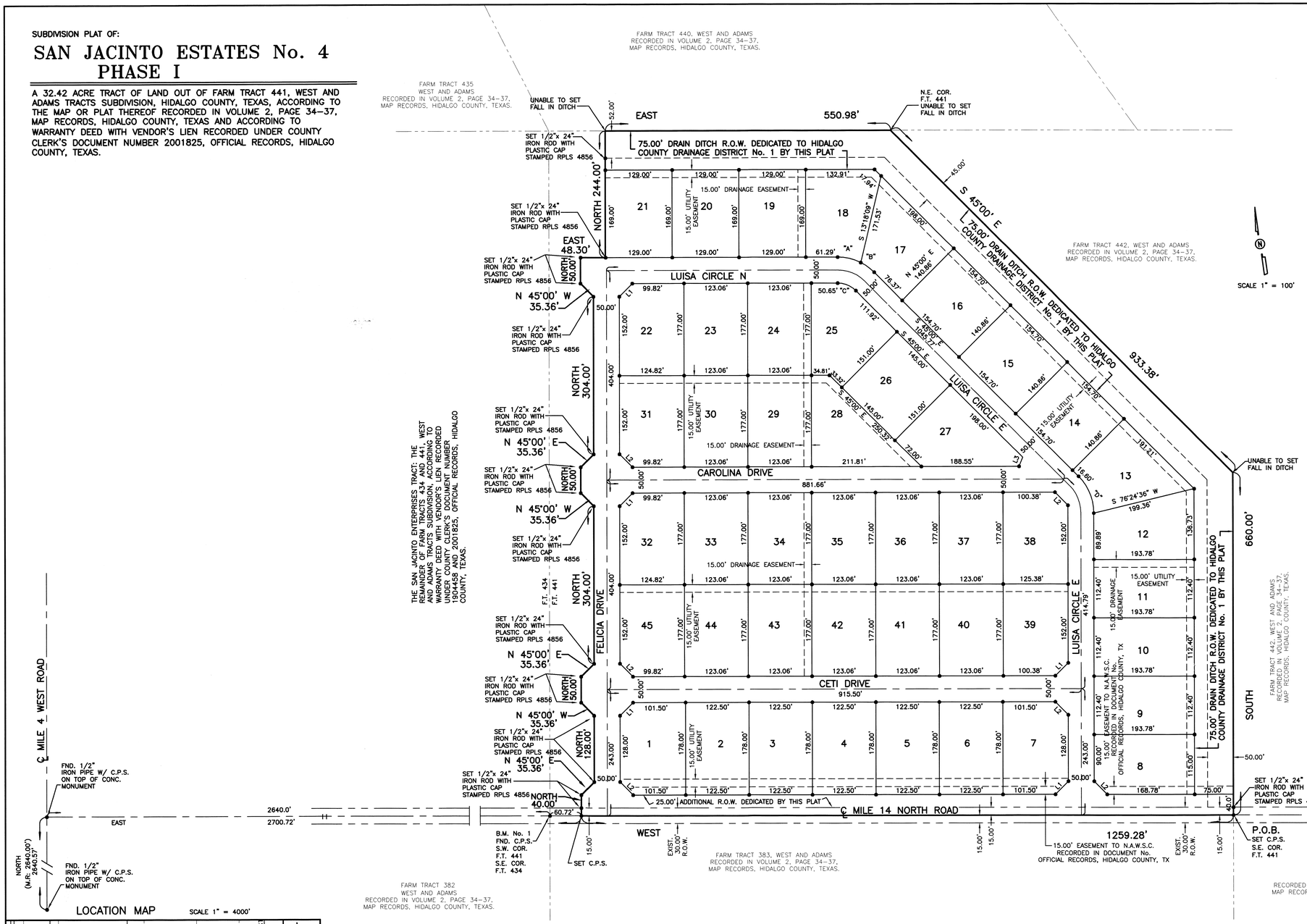
BY:_____ DEPUTY

SHEET NO. 1 OF 5 SHEETS	FILENAME : F:\DATA\SUBDIVS\WESLACO\SAN JACINTO ESTATES No. 4.\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	June 24, 2016	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SUBDIVISION PLAT OF:

SAN JACINTO ESTATES No. 4 PHASE I

A 32.42 ACRE TRACT OF LAND OUT OF FARM TRACT 441, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2001825, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

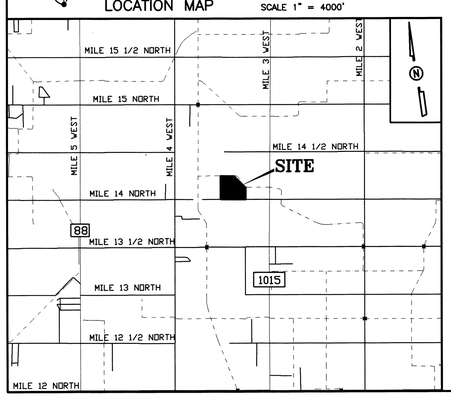


LOT	AREA (S.F.)	AREA (AC.)
1	21892.00	0.503
2–6	21805.00	0.501
7	21892.00	0.503
8	21972.21	0.504
9–11	21780.88	0.500
12	21957.56	0.504
13	21781.55	0.500
14–16	21790.71	0.500
17	21824.33	0.501
18	21805.43	0.501
19–21	21801.00	0.500
22	21780.64	0.500
23–24	21781.62	0.500
25	21871.67	0.502
26	21895.00	0.503
27	22051.53	0.517
28	21826.58	0.501
29–30	21781.62	0.500
31–32	21780.64	0.500
33–37	21781.62	0.500
38–39	21879.76	0.500
40–44	21781.62	0.500
45	21780.64	0.500

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	26°38'29"	100.00'	46.50'
"B"	18°21'31"	100.00'	32.04'
"C"	45°00'00"	50.00'	39.27'
"D"	45°00'00"	100.00'	78.54'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 45°00'00" E	35.36'
L2	N 45°00'00" W	35.36'
L3	N 22°30'00" E	19.13'

LOCATION MAP SCALE 1" = 4000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN JACINTO ESTATES No. 4 PHASE I, IS LOCATED IN THE SOUTHEAST OF HIDALGO COUNTY PRECINCT No. 1 THE NORTH SIDE OF MILE 14 NORTH ROAD APPROXIMATELY 2700.72 FEET EAST OF ITS INTERSECTION WITH MILE 4 WEST ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 31,442). SAN JACINTO ESTATES No. 4 PHASE I, LIES APPROXIMATELY 4.1 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY. IT LIES IN PRECINCT No. 1

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	SAN JACINTO ENTERPRISES, L.L.C. JACINTO GARZA, PRESIDENT	2100 W. EXPRESSWAY 83	MERCEDES, TX 78570	(956)565–9813	565–9018
ENGINEER:	MARCO A. GONZALEZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	381–0527

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

6-24-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · MARCO A. GONZALEZ · 120016 · LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

6-8-16
DATE

COUNTY COURT · COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

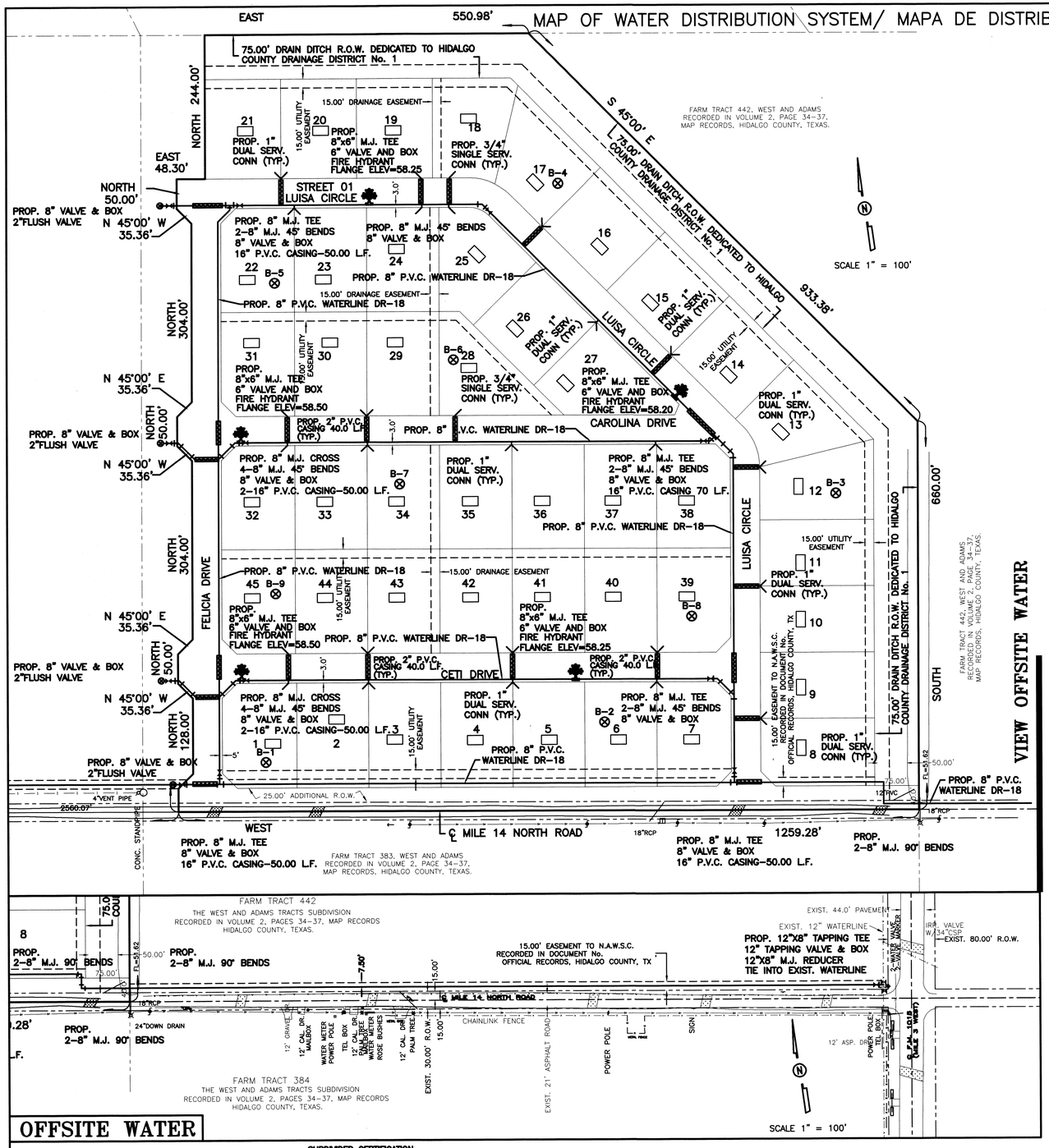
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527

SHEET NO. 2 OF 5 SHEETS

FILENAME : F:\DATA\SUBDIVS\WESLACO\SAN JACINTO ESTATES No. 4.\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
June 24, 2016	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



OFFSITE WATER

VIEW OFFSITE WATER

SAN JACINTO ESTATES No. 4 PHASE I

A 32.42 ACRE TRACT OF LAND OUT OF FARM TRACT 441, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2001825, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN JACINTO ESTATES No. 4 PHASE I:
BY MARCO A. GONZALEZ, P.E.

WATER SUPPLY: Description and Costs.

SAN JACINTO ESTATES No. 4 PHASE I WILL BE PROMDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDMDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDMSION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDMSION. N.A.W.S.C. HAS AN EXISTING 6" DIAMETER WATERLINE ALONG THE NORTH SIDE OF MILE 14 NORTH ROAD AND AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF MILE 3 WEST ROAD.

THE WATER SYSTEM FOR SAN JACINTO ESTATES No. 4 PHASE I CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 6" WATERLINE AND RUNS EAST ON THE NORTH SIDE OF MILE 14 NORTH ROAD AND CONNECTS TO THE 8" DIAMETER WATERLINE ON THE WEST SIDE OF MILE 3 WEST ROAD. ON THE SOUTHEAST CORNER OF LOT 7, AN 8" DIAMETER WATER LINE RUNS NORTH ALONG THE WEST AND SOUTH SIDE OF LUISA CIRCLE. IT ENDS WITH A 2" FLUSH VALVE NEAR THE NORTHWEST PART OF THE SUBDIVISION.

ON TE SOUTHWEST CORNER OF LOT 1 ANOTHER 8" DIAMETER WATER LINE RUNS NORTH ALONG THE EAST SIDE OF VELICIA DRIVE. ON THE NORTHWEST CORNER OF LOT 22. IT LOOPS BACK WITH THE 8" DIAMETER WATERLINE ON LUISA CIRCLE.

TWO ADDITIONAL 8" DIAMETER WATERLINES RUNS ALONG THE SOUTH SIDE OF CAROLINA DRIVE AND STEET 03. THEY CONNECT WITH THE PREVIOUS WATERLINES AND END WITH 2" FLUSH VALVES ON LOCATED ON THE WEST SIDE OF THE SUBDMSION.

FROM THE 8" WATERLINE, EIGHTEEN (18) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS AND NINE (9) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDE WILL PAY N.A.W.S.C. THE SUM OF $ OR $ PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDMSION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED FIVE (5) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM SAN JACINTO ESTATES No. 4 PHASE I, IS TREATED BY INDMDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (REGISTRATION NUMBER SE 12481) HAS EVALUATED THE SUITABILITY OF THE SUBDMSION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (REGISTRATION NUMBER SE 12481) HAD ( ) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDMSION AT THE CENTERS OF LOTS AND (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (REGISTRATION NUMBER SE 12481) INDICATES A CLAY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10–YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL LOTS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A COST OF $. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF OSSF AS OF .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT.

SEWAGE FACILITIES– ALL OSSF'S WERE CONSTRUCTED AT A COST OF $ WHICH EQUALS TO $ PER LOT.

STATE OF TEXAS
MARCO A. GONZALEZ
120016
LICENSED
PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. 120016

9-6-16
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN JACINTO ESTATES No. 4 PHASE I:
POR MARCO A. GONZALEZ, P.E.

PROVISION DE AGUA: Descripcion y Costos.

SAN JACINTO ESTATES No. 4 PHASE I SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 6" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO NORTE DE MILE 14 NORTH ROAD Y UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL OESTE NORTE DE MILE 3 WEST ROAD.

EL SISTEMA DE AGUA PARA SAN JACINTO ESTATES No. 4 PHASE I CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 6" DE DIAMETRO Y CORRE ESTE POR EL LADO NORTE DE LA CALLE MILE 14 NORTH ROAD. EN LA ESQUINA SUDOESTE DE LOTE 1, LA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA Y CORRE NORTE EN EL LADO ESTE DE LA CALLE 50 FOOT STREET Y VUELTA ESTE EN EL LADO SUR DE LA CALLE 50 FOOT STREET Y VUELTA SURESTE EN EL LADO SUR DE LA CALLE 50 FOOT STREET Y VUELTA SUR EN EL LADO OESTE DE LA CALLE 50 FOOT STREET. ESTA LINEA DE AGUA DE 8" DE DIAMETRO SE DAR VUELTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO
DE ANTERIOR EN LA CALLE MILE 14 NORTH ROAD.

EN LA ESQUINA NORESTE DE LOTE 1, LA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO SUR DE 50 FOOT STREET, SE CONNECTA CON LINEA DE AGUA DE 8" DE DIAMETRO DE ANTERIOR EN LA ESQUINA NORESTE DE LOTE 7.

ADEMAS, EN LA ESQUINA NORESTE DE LOTE 32, LA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO SUR DE 50 FOOT STREET, SE CONNECTA CON LINEA DE AGUA DE 8" DE DIAMETRO DE ANTERIOR EN LA ESQUINA NORESTE DE LOTE 38.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN DIECIOCHO (18) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES, Y NUEVE (9) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ O US$ POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AROS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO ( ) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE SAN JACINTO ESTATES No. 4 PHASE I, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (REG# SE 12481) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (REG# SE 12481) HIZO ( ) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES Y (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (REG# SE 12481). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODO LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO DE US$. PARA CADA LOTE. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL DE DE 20 .

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).
CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ O $ POR LOTE.

DRENAJE: SE ESTIMA QUE TODA LAS FOSAS SEPTICAS FUERON INSTALADAS Y COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO DE US$ PARA LOTE.

STATE OF TEXAS
MARCO A. GONZALEZ
120016
LICENSED
PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. 120016

9-6-16
DATE

B–1 ⊗ TEST BORINGS
SEPTIC TANK (OSSF)

COST ESTIMATE

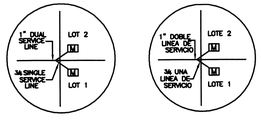
WATER DISTRIBUTION:	$
DRAINAGE IMPROVEMENTS:	$
PAVING IMPROVEMENTS:	$
SEPTIC TANK (OSSF):	$

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

[W] WATER METER BOX
—8" WATER SUPPLY LINE
—SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA
— 8" LINEA DE AGUA
— LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARZA, PRESIDENT

1.– I (WE), _____ SUBDIVIDERS OF **SAN JACINTO ESTATES No. 4 PHASE I** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
SAN JACINTO ENTERPRISES, L.L.C. DATE
JACINTO GARZA, PRESIDENT
2100 W. EXPRESSWAY 83
MERCEDES, TEXAS 78570

COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **JACINTO GARZA, PRESIDENT OF SAN JACINTO ENTERPRISES, L.L.C.** proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
COMM. EXPIRES 07–23–2020
NOTARY ID 124998878

_____
LILIA A. QUINTANILLA– NOTARY PUBLIC

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 5 SHEETS	FILENAME : F:\DATA\SUBDMS\WESLACO\SAN JACINTO ESTATES No. 4.\WATER			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	June 24, 2016	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

SAN JACINTO ESTATES No. 4 PHASE I

A 32.42 ACRE TRACT OF LAND OUT OF FARM TRACT 441, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2001825, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
SAN JACINTO ESTATES No. 4 PHASE I

A 32.42 acre tract of land out of farm tract 441, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in volume 2, pages 34–37, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded under county clerk's document number 2001825, official records, Hidalgo County, Texas. This subdivision is located on the north side of mile 14 road road, approximately 2700 feet east of Mile 4 West Road and in the City of Weslaco E.T.J. The proposed subdivision will consist of 45 residential lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0450 C, dated on June 6 2000, with LOMR dated May 30, 2002.

The majority of the soil is sandy clay loam, and clay loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of 11–23. See attached Soil Survey of Hidalgo County, Texas tables. The natural drainage in the general areas is to the east with runoff flowing into the existing Hidalgo County Irrigation District No. 9 drain ditch.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q=8.15 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 32.55 cubic feet per second for an increase of Q= 24.40 cubic feet per second. Detention will be 84,138.45 feet (1.93 acre feet) and will be accomplished by excavating the existing Hidalgo County Irrigation District No. 9 drain ditch (4E2) the north and east side of the subdivision. The street runoff will be collected by a storm sewer system consisting of 18", 24", and 30" pipes and Type "A" inlets that will discharge into the existing Drain Ditch. 75.00 feet of right of way from the centerline of the ditch is being dedicated to the Hidalgo County Drainage District No. 1 by the plat.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X"–NOT SHADED (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD–PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0450 C (L.O.M.R.: MAY 30, 2002) IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
MARCO A. GONZALEZ
120016
LICENSED
PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. 120016

9-7-16
DATE

LEGEND

TOTAL DETENTION REQUIRED – 84,138.45 C.F.

TOTAL DETENTION PROVIDED – 165,919.15 C.F.

(510.0 L.F. x 113.4 S.F.) + (870 L.F. X 76.67 S.F.) + (595 L.F. + 69.55 S.F.)

SCALE 1" = 100'

COST ESTIMATE

WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

LOT GRADING FLOW
NATURAL FLOW DIRECTION OF WATER

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

NOTES:

1.– GEOTECHNICAL TESTING WILL BE DONE TO VERIFY THICKNESS OF EXISTING BASE.
2.– BASE SHALL MEET COUNTY STANDARDS

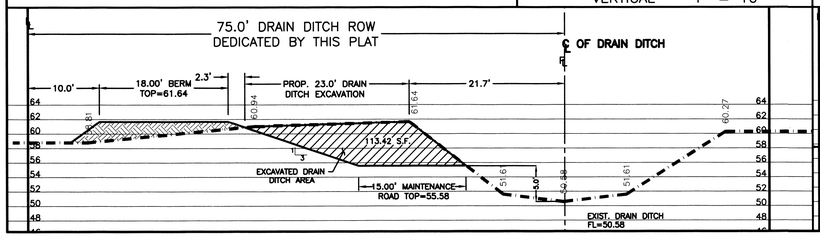
REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 4 OF 5 SHEETS	FILENAME : F:\DATA\SUBDIVIS\WESLACO\SAN JACINTO ESTATES No. 4.\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	June 24, 2016	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

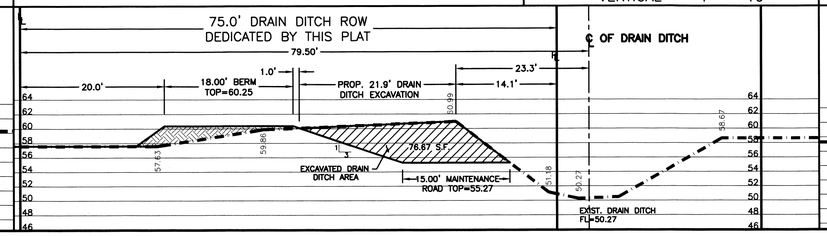
CROSS SECTION "A–A"

SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'



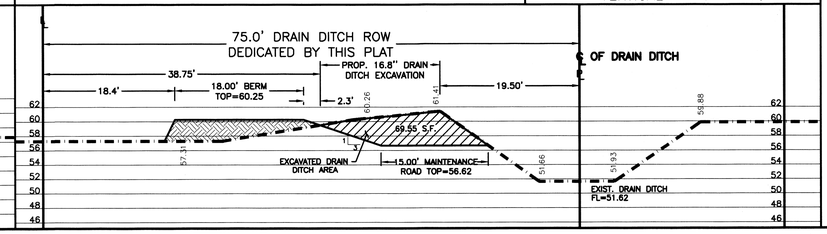
CROSS SECTION "B–B"

SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'



CROSS SECTION "C–C"

SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'



SAN JACINTO ESTATES No. 4 PHASE I

A 32.42 ACRE TRACT OF LAND OUT OF FARM TRACT 441, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2001825, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

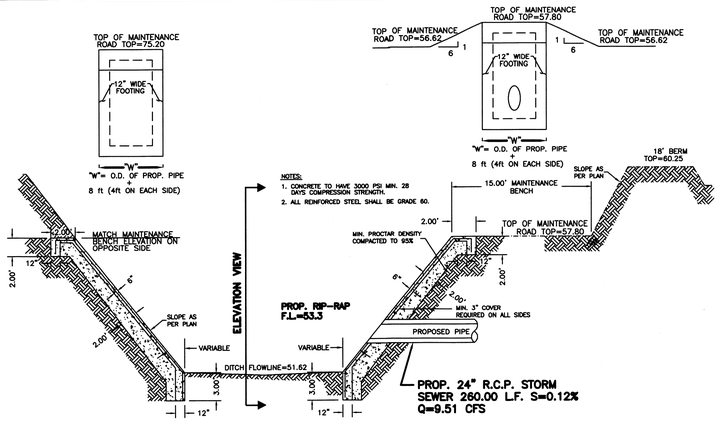
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
MARCO A. GONZALEZ
120016
LICENSED PROFESSIONAL ENGINEER

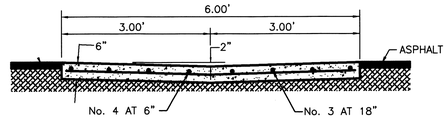
MARCO A. GONZALEZ
P.E. No. 120016

6-6-16
DATE



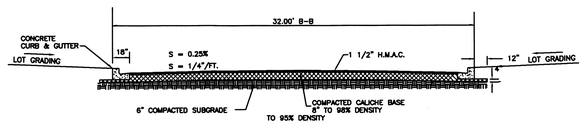
STORM DISCHARGE STRUCTURE No. 1

NOT TO SCALE



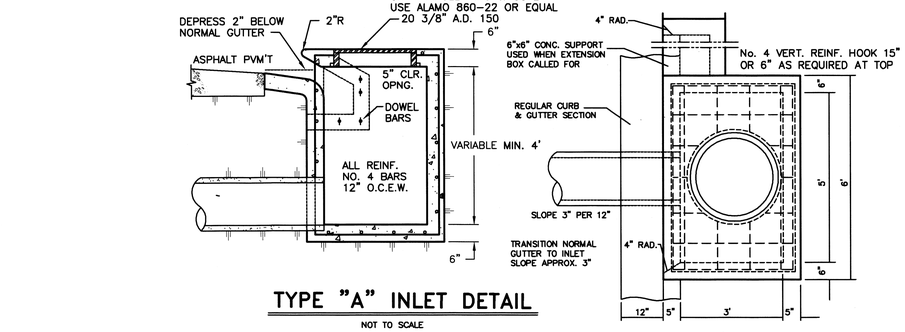
CONC. VALLEY GUTTER

NOT TO SCALE



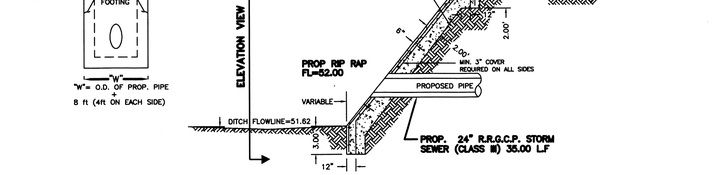
STREET SECTION

NOT TO SCALE



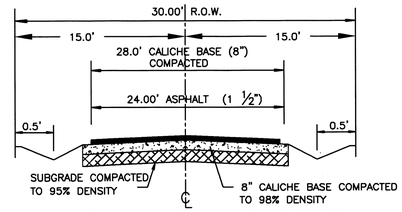
TYPE "A" INLET DETAIL

NOT TO SCALE



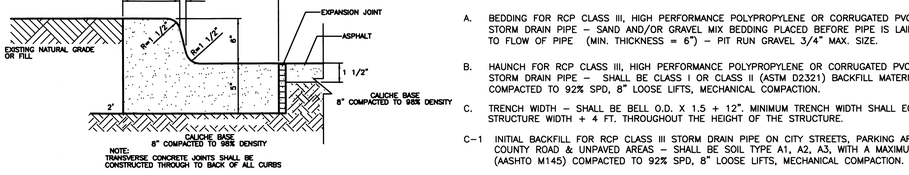
STORM DISCHARGE STRUCTURE No. 2

NOT TO SCALE



MILE 14 1/2 NORTH ROAD STREET SECTION

N.T.S.



INTEGRAL CURB & GUTTER

N.T.S.

STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D-698, 8" LOOSE LIFTS, MECHANICALY COMPACTION.

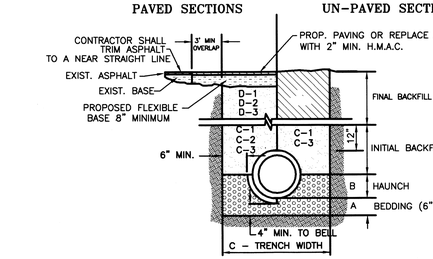
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% SPD (12" LOOSE LIFTS, MECHANICAL COMPACTION).

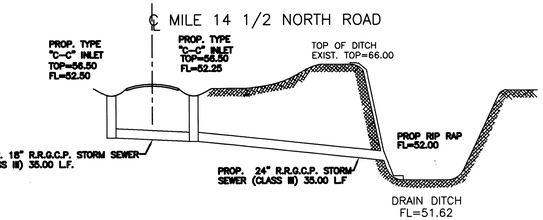
D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, AND COUNTY ROAD – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% SPD. 8" LOOSE LIFTS. MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D-4253 AND ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPATCION.

D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".



NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS,
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

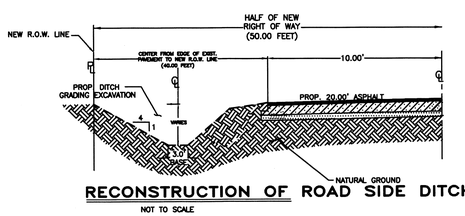


DRAIN DITCH CROSS SECTION

NOT TO SCALE

STORM DISCHARGE STRUCTURE No. 3

NOT TO SCALE



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

COST ESTIMATE

WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

COUNTY CLERK COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 5 OF 5 SHEETS	FILENAME : F:\DATA\SUBDIVS\WESLACO\SAN JACINTO ESTATES No. 4.\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	June 24, 2016	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 9-27-2016

PROPOSED MYRNA SUBDIVISION, PRECINCT No. 4.

ENGINEER: GARZA & GARZA ENGINEERING DEVELOPER: MYRNA SALINAS

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 2 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: WEST OF SEMINARY ROAD APPROXIMATELY 2 MILES NORTH OF MONTE CRISTO ROAD.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* EDINBURG *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 07-09-2013 PROPERTY LIES WITHIN FLOOD ZONE: " X " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE IMPROVEMENTS WILL BE PROVIDED BY REGRADING SEMINARY ROAD SIDE DITCH.

ROAD R.O.W. DEDICATION: 20.00 FEET TO SEMINARY ROAD.

H.C.R.O.W. FINAL APPROVAL DATE: 07-08-2016 By, JOSE OCHOA, PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 08-31-2016 By, ELIZARDO "CHARDO" RAMOS Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 8" LOCATION: SEMINARY ROAD.

H.C.O.E.C. FINAL APPROVAL DATE: 07-07-2016 : By MARTIN RAMIREZ Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: MARCH 25, 2014

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* EDINBURG.

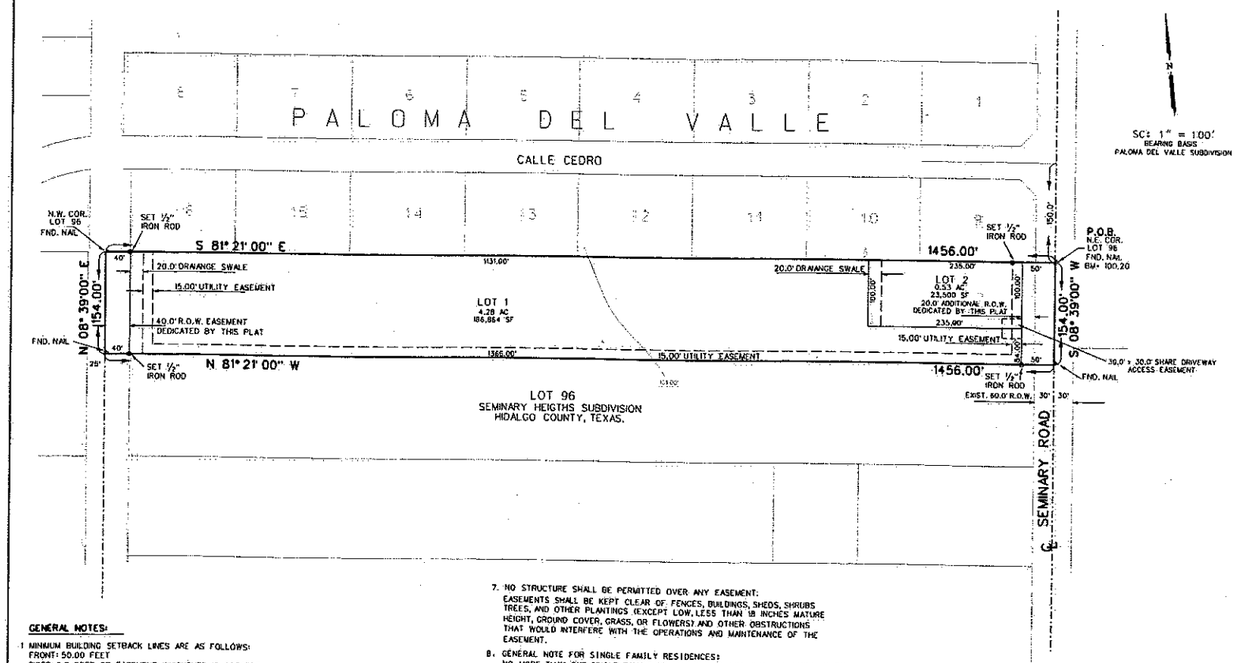
☒ **Final Approval** *subject to recommendations other departments*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.

*

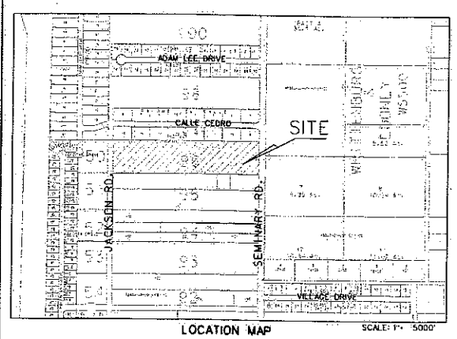
MYRNA SUBDIVISION

A 5.12 ACRE TRACT OF LAND OUT OF THE NORTH 5.12 ACRES, OF LOT 96, SEMINARY HEIGHTS SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 9, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.



GENERAL NOTES:

1. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
   FRONT: 50.00 FEET
   SIDES: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER
   REAR: 50.0' OR EASEMENT WHICH EVER IS GREATER
   GARAGE/CARPORT SET BACK SHALL BE 18.0'
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE CENTERLINE OF STREET. 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   > -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 100.20, NAIL, AT THE NORTHEAST CORNER OF THIS SUBDIVISION OF THIS SUBDIVISION
5. FLOOD ZONE DESIGNATION: ZONE "B"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 -0325 C
   MAP REVISED-JUNE 6, 2000 REVISED TO REFLECT LOUR DATED MAY 17, 2001
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 0.932 CUBIC -FEET 0.21 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE SOUTH SIDE OF LOTS 1 AND 2.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT:
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. DRAINAGE SWALE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
    F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
       1. ANCHORING OF SEPTIC TANK(s)
       2. BACK FLOW VALVES
       3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
12. MYRNA SALINAS., THE OWNER & SUBDIVIDER OF MYRNA SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT APPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAD TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METERISI. THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
18. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMITSTAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHTOR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.
19. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPREVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED. FOR HIS CALCULATIONS OF THIS SUBDIVISION.
20. THE PURCHASER OF EACH LOT SHALL BE RSPONSIBLE TO INSTALLED DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LEES THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGHT
21. PROPERTY OWNERS WILL BE RESPONSIBLE FOR MAINTENANCE OF ACCESS EASEMENTS



LOCATION MAP SCALE: 1"= 5000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MYRNA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 4 AND IS LOCATED CENTRAL HIDALGO COUNTY, ON THE WEST SIDE OF SEMINARY ROAD, 150.00 FEET SOUTH OF CALLE CEDRO, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION OF 30,773 2005 CENSUS). MYRNA SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MYRNA SALINAS	P.O. BOX 4000	EDINBURG, TEXAS. 78540	
ENGINEER:	INEZ B. GARZA JR.	100 E. FERGUSON	PHARR, TEXAS. 78577	(956) 533-9200
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-5479

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, MYRNA SALINAS OWNER OF THE 5.12 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "MYRNA SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: MYRNA SALINAS
ADDRESS: P.O. BOX 4000
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MYRNA SALINAS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF _____, 2013

NOTARY PUBLIC, FOR THE STATE OF TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 6

ON THIS THE ____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACE UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 1 RIGHTS-OF-WAYS OR EASEMENTS.

ATTEST: _____
PRESIDENT SECRETARY

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MYRNA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, INEZ B. GARZA JR., A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

INEZ B. GARZA JR.
REG. PROFESSIONAL ENGINNER # 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

STATE OF TEXAS ★ INEZ B. GARZA JR. 60824 REGISTERED PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MYRNA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2013.

HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR,
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

DATE OF PREPARATION: MARCH 2013

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
100 E. FERGUSON, PHARR TEXAS. 78577
Tel. 956-533-9200

SHEET 1 OF 2

INDEX TO SHEET OF MYRNA SUBDIVISION

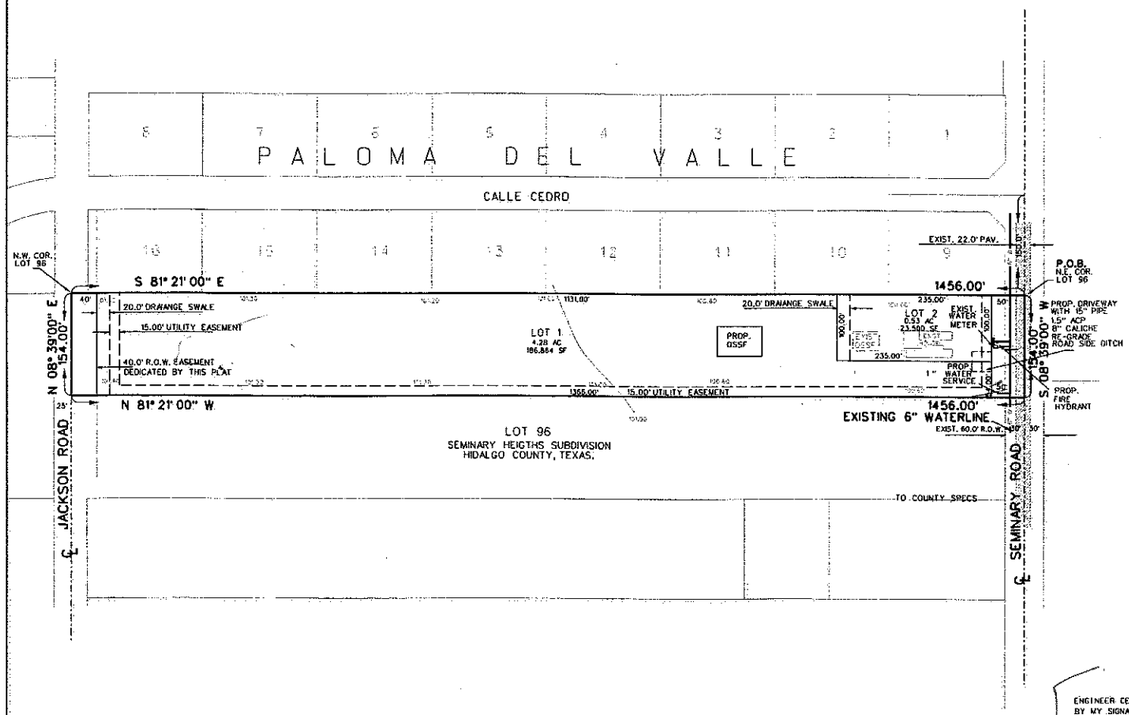
SHEET 1: HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATIONS; PLAT NOTES; AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATIONS; H.C. IRRIGATION DISTRICT NO. 6 CERTIFICATE OF APPROVAL; REVISION NOTES; H.C.N.D. AND JUDGE CERTIFICATE

SHEET 2: WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

MYRNA SUBDIVISION

A 5.12 ACRE TRACT OF LAND OU OF THE NORTH 5.12 ACRES, OF LOT 96, SEMINARY HEIGTHS SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 9, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I MYRNA SALINAS SUBDIVIDER OF MYRNA SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: MYRNA SALINAS
ADDRESS:P.O. BOX 4000
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MYRNA SALINAS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF _____, 2013

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

MYRNA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE CITY OF EDINBURG
THE SUBDIVIDER, AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.
THE CITY OF EDINBURG HAS AN EXISTING 68 " DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF SEMINARY ROAD

WATER DISTRIBUTION FOR MYRNA SUBDIVISION CONSIST OF A PROPOSED 1- 1" WATER SERVICE FOR LOT 1
LOT 2 HAVE AN EXISTING METER, SAID SERVICES TERMINATE AT THE WATER METER BOX,
AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,500.00, IN ADDITION THE
THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $2,000.00, WHICH COVERS THE COST FOR LOTS 1 AND 2 , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF EDINBURG UPON REQUEST BY THE LOT OWNER, THE CITY OF EDINBURG WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM MYRNA SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT.
THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIENED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IN SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $1,500.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON _____

LOT 2 ALEADY HAVE A SEPTIC TANK SYSTEM

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 3,500.00
SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,500.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE MYRNA SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE LA CIUDAD DE EDINBURG. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA LA CIUDAD DE EDINBURG, HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. LA CIUDAD DE EDINBURG, HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE MEDINA ESTATES CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 6- PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA SEMINARY ROAD

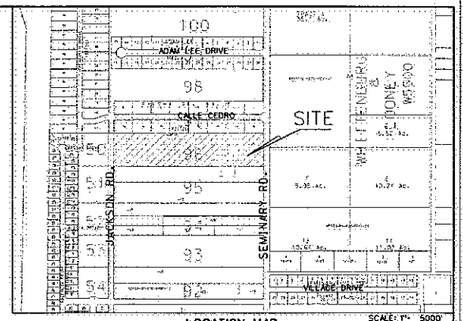
DEL CONDUCTO DE AGUA DE 6 PULGADAS SE INSTALARA UN CONDUCTO DOBLE DE 1 UNA PULGADA DE DIAMETRO PARA EL LOTE 1 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $1,500.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA CIUDAD DE EDINBURG $1,000.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE LA CIUDAD DE EDINBURG LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.
EL LOTE 2 YA TIENEN UN MEDIDOR DE AGUA

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS (POR SOLAR) SON $1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA, EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $ 1,500.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE _____
EL LOTE 2 YA TIENEN UN SYSTEMA SEPTICO



LOCATION MAP SCALE: 1" = 5000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MYRNA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 4 AND IS LOCATED CENTRAL HIDALGO COUNTY, ON THE WEST SIDE OF SEMINARY ROAD, 150.00 FEET SOUTH OF CALLE CEDRO. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION OF 30,773 2005 CENSUS). MYRNA SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

SEPTEMBER 2013
DRAINAGE REPORT:
BY: INEZ B. GARZA JR. P.E.

MYRNA SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE WEST SIDE OF SEMINARY ROAD, 150.00 FEET SOUTH OF CALLE CEDRO.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN: ZONE "B"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0325 C
MAP REVISED: JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 17, 2001

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HOMLGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED. LOT 2 HAVE AN EXISTING HOUSE THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (1.88 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 2 RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 2.70 CFS, I HAVE CALCULATED THAT 8,384 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY. AND WILL BE DETAINED WITHIN THE PROPERTY BY A DETENTION AREAS.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN: ZONE "X".
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0325 C
MAP REVISED: JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 17, 2001
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

INEZ B. GARZA JR.
REG. PROFESSIONAL ENGINNER # 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED PROFESSIONAL ENGINEER

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 3,500.00

DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 1,500.00 PARA LA SUBDIVISION..

INEZ B. GARZA JR.
REG. PROFESSIONAL ENGINNER # 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED PROFESSIONAL ENGINEER

REVISION NOTES:

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MYRNA SALINAS	P.O. BOX 4000	EDINBURG, TEXAS. 78540	
ENGINEER:	INEZ B. GARZA JR.	100 E. FERGUSON	PHARR, TEXAS. 78577	(956) 533-9200
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-5479

DATE OF PREPARATION: MARCH 2013

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
100 E. FERGUSON, PHARR TEXAS. 78577
Tel. 956-533-9200

SHEET 2 OF 2

INDEX TO SHEET OF MYRNA SUBDIVISION

SHEET 1: HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION: METES AND BOUNDS: SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. CERTIFICATIONS: H.C. IRRIGATION DISTRICT NO. 6 CERTIFICATE OF APPROVAL: REVISION NOTES: FLOOD CERTIFICATE

SHEET 2: WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION): INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): TYPICAL WATER SERVICE CONNECTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 9-27-2016

PROPOSED LA ESPERANZA SUBDIVISION, PRECINCT No. 1.

ENGINEER: MELDEN & HUNT, INC. DEVELOPER: TAEK & NANCY KIM

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 146 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: SOUTH SIDE OF MILE 12 NORTH ROAD APPROXIMATELY 1 MILE EAST OF VAL VERDE ROAD.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* DONNA *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 04-29-2014 PROPERTY LIES WITHIN FLOOD ZONE: "C " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE PROVIDED BY STORM DRAINAGE PIPE SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE EXISTING DRAIN DITCH ALONG THE WEST PROPERY LINE.

ROAD R.O.W. DEDICATION: 30 .00 FEET ON TO MILE 12 NORTH ROAD.

H.C.R.O.W. FINAL APPROVAL DATE: 09-02-2016 By, ROY GONZALEZ, PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 06-22-2016 By, ELIZARDO "CHARDO" RAMOS Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: NAWSC LINE SIZE: 12"LOCATION: SOUTH MILE 12 NORTH ROAD.

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 12" LOCATION: SOUTH MILE 12 NORTH ROAD.

H.C.O.E.C. FINAL APPROVAL DATE: 06-29-2016 : By MARTIN RAMIREZ Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: JUNE 22, 2014

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* DONNA.

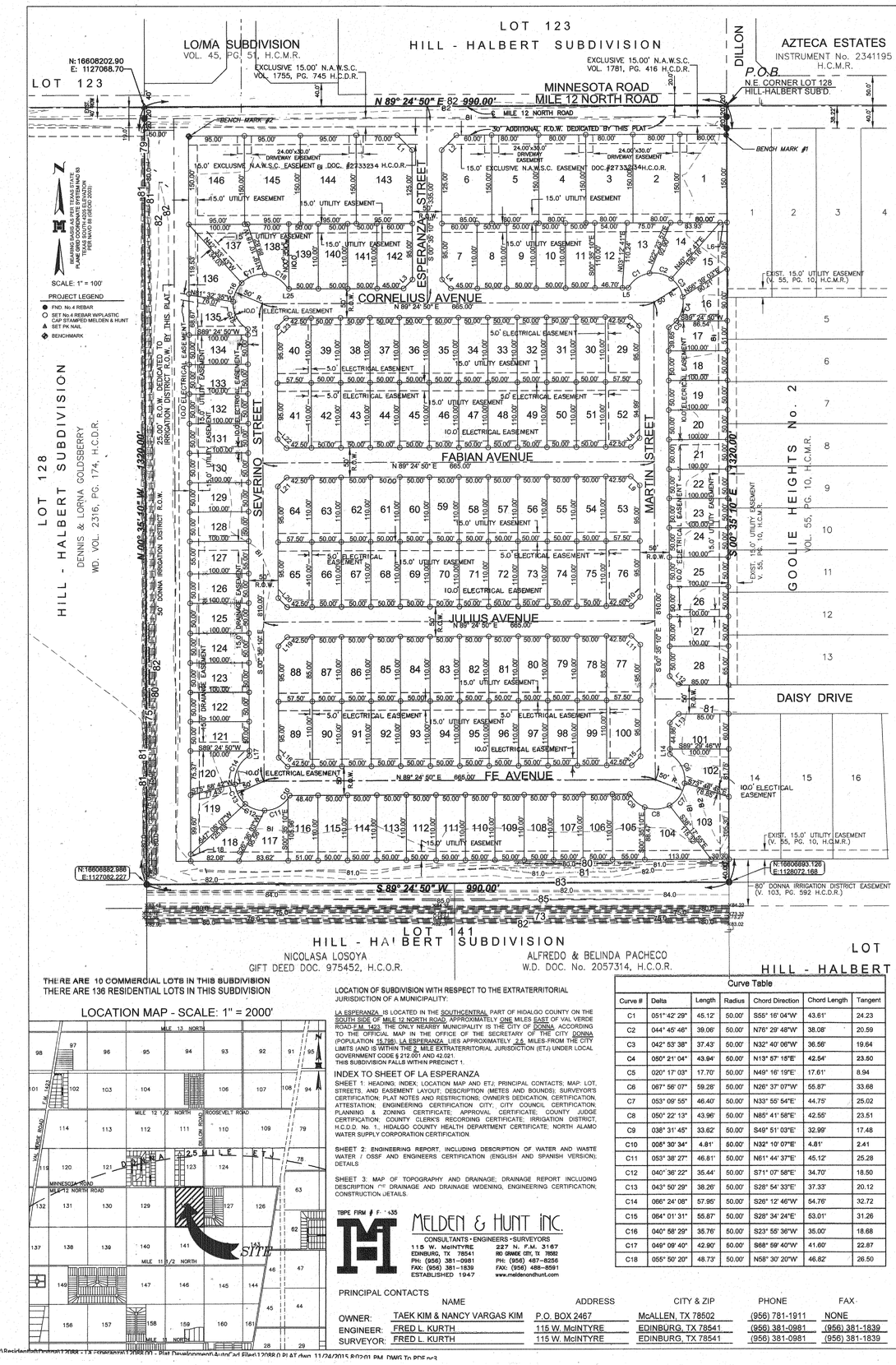
☒ **Final Approval** *subject to recommendations other departments*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.

*

Map of
LA ESPERANZA

BEING A RESUBDIVISION OF THE EAST 30.000 ACRES OF LOT 128, HILL-HALBERT SUBDIVISION RECORDED IN VOL. 1, PAGE 35, H.C.M.R., HIDALGO COUNTY, TEXAS.



THERE ARE 10 COMMERCIAL LOTS IN THIS SUBDIVISION
THERE ARE 136 RESIDENTIAL LOTS IN THIS SUBDIVISION

LOCATION MAP - SCALE: 1" = 2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LA ESPERANZA IS LOCATED IN THE SOUTHCENTRAL PART OF HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 12 NORTH ROAD APPROXIMATELY ONE MILES EAST OF VAL VERDE ROAD-F.M. 1423. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY DONNA (POPULATION 15,738). LA ESPERANZA LIES APPROXIMATELY 2.5 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

INDEX TO SHEET OF LA ESPERANZA

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION; CERTIFICATION; ATTESTATION; ENGINEERING CERTIFICATION CITY; CITY COUNCIL CERTIFICATION; PLANNING & ZONING CERTIFICATE; APPROVAL CERTIFICATE; COUNTY JUDGE CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); DETAILS

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE WIDENING, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

TBPE FIRM # F- 435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	TAEK KIM & NANCY VARGAS KIM	P.O. BOX 2467	McALLEN, TX 78502	(956) 781-1911	NONE
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 30.000 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, OUT OF LOT 128, HILL-HALBERT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY MAP RECORDS, SAID 30.000 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTHEAST CORNER OF SAID LOT 128 FOR THE NORTHEAST CORNER OF THIS TRACT;

1. THENCE, S 00°35'10" E ALONG THE EAST LINE OF SAID LOT 128 AT A DISTANCE OF 20.00 PASS A No. 4 REBAR FOUND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MILE 12 NORTH ROAD, AT A DISTANCE OF 40.00 FEET PASS A No. 4 REBAR FOUND ON THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 NORTH ROAD AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A No. 4 REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 128 AND THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, S 89°24'50" W ALONG THE SOUTH LINE OF SAID LOT 128, A DISTANCE OF 990.00 FEET TO A No. 4 REBAR FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 00°35'10" W AT A DISTANCE OF 1280.00 FEET PASS A No. 4 REBAR SET FOR THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 NORTH ROAD, AT 1300.00 FEET PASS A No. 4 REBAR FOUND FOR THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 NORTH ROAD AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, N 89°24'50" E ALONG THE NORTH LINE OF SAID LOT 128 AND WITHIN THE RIGHT-OF-WAY OF MILE 12 NORTH ROAD A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 30.000 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: ZONE "C" (UNSHADED) AREAS OF MINIMAL FLOODING. COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0425 D EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
   FRONT: 25.00 FEET. MILE 12 NORTH ROAD 50.00 FEET
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.00 FEET; FRONT GARAGE SIDE: 18.00 FEET
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH INTERNAL LOTS 7 THROUGH 142. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. LOTS 1 THROUGH 6 AND LOTS 143 THROUGH 146 CAN BE USED FOR COMMERCIAL OR RESIDENTIAL, BUT NOT BOTH. COMMERCIAL USE SHALL REQUIRE DEVELOPER, PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL.
5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   -->B.M. NO. 1-ELEV. 81.46 : MHI MONUMENT SET IN CONCRETE LOCATED AT THE NORTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION. N: 16608163.030 E: 1128059.160.
   -->B.M. NO. 2-ELEV. 81.67 : MHI MONUMENT SET IN CONCRETE LOCATED AT THE NORTHWEST CORNER OF LOT 146 OF THIS SUBDIVISION. N: 16608153.670 E: 1127144.200.
7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 91,095 CUBIC-FEET 2.091 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC TANKS, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
12. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
13. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN SHOWN ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
14. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM (MILE 12 NORTH ROAD) ON TO LOTS 1 THROUGH 6 AND 143 THROUGH 146. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 & 2, 3 & 4, 5 & 6, 143 AND 144, 145 AND 146 TO PROVIDE INGRESS AND EGRESS FROM (MINNESOTA ROAD, MILE 12 NORTH ROAD).

Curve Table

Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	051° 42' 29"	45.12'	50.00'	S55° 16' 04"W	43.61'	24.23
C2	044° 45' 46"	39.06'	50.00'	N76° 29' 48"W	38.08'	20.59
C3	042° 53' 38"	37.43'	50.00'	N32° 40' 06"W	36.56'	19.64
C4	050° 21' 04"	43.94'	50.00'	N13° 57' 15"E	42.54'	23.50
C5	020° 17' 03"	17.70'	50.00'	N49° 16' 19"E	17.61'	8.94
C6	067° 56' 07"	59.28'	50.00'	N26° 37' 07"W	55.87'	33.68
C7	053° 09' 55"	46.40'	50.00'	N33° 55' 54"E	44.75'	25.02
C8	050° 22' 13"	43.96'	50.00'	N85° 41' 58"E	42.55'	23.51
C9	038° 31' 45"	33.62'	50.00'	S49° 51' 03"E	32.99'	17.48
C10	006° 30' 34"	4.81'	50.00'	N32° 10' 07"E	4.81'	2.41
C11	053° 38' 27"	46.81'	50.00'	N61° 44' 37"E	45.12'	25.28
C12	040° 36' 22"	35.44'	50.00'	S71° 07' 58"E	34.70'	18.50
C13	043° 50' 29"	38.26'	50.00'	S28° 54' 33"E	37.33'	20.12
C14	066° 24' 08"	57.95'	50.00'	S26° 12' 46"W	54.76'	32.72
C15	064° 01' 31"	55.87'	50.00'	S28° 34' 24"E	53.01'	31.26
C16	040° 58' 29"	35.76'	50.00'	S23° 55' 36"W	35.00'	18.68
C17	049° 09' 40"	42.90'	50.00'	S68° 59' 40"W	41.60'	22.87
C18	055° 50' 20"	48.73'	50.00'	N58° 30' 20"W	46.82'	26.50

Lot Area Table

Lot #	SQ. FT.	Area
1-5	12000.00	0.275
6	12437.50	0.288
7	6487.50	0.149
8-11	5500.00	0.126
12	5838.43	0.127
13	5630.89	0.129
14	5628.95	0.129
15	5799.14	0.133
16	5059.13	0.116
17	5014.50	0.115
18-27	5000.00	0.115
28	6387.50	0.147
29	6212.50	0.143
30-39	5500.00	0.126
40-41	6212.50	0.143
42-51	5500.00	0.126

Lot Area Table

Lot #	SQ. FT.	Area
52-53	6212.50	0.143
54-63	5500.00	0.126
64-65	6212.50	0.143
66-75	5500.00	0.126
76-77	6212.50	0.143
78-87	5500.00	0.121
88-89	6212.50	0.143
90-99	5500.00	0.126
100	6212.50	0.143
101	5880.00	0.135
102	5823.89	0.134
103	8212.04	0.189
104	6898.78	0.158
105	5718.95	0.131
106-115	5500.00	0.126
116	5604.31	0.129

Lot Area Table

Lot #	SQ. FT.	Area
117	5507.55	0.126
118	6083.72	0.140
119	5938.85	0.136
120	5508.50	0.126
121-126	6000.00	0.115
127	5500.00	0.126
128-134	5000.00	0.115
135	5264.76	0.121
136	6566.50	0.151
137	6722.58	0.154
138	5092.12	0.117
139-141	5500.00	0.126
142	6487.50	0.149
143	13937.50	0.320
144-146	14250.00	0.327

Lot Line Table

Line #	Length	Direction
L1	35.36'	N45° 35' 10"W
L2	35.36'	N44° 24' 50"E
L3	21.21'	S44° 24' 50"W
L4	21.21'	N45° 35' 10"W
L5	10.00'	N89° 24' 50"E
L6	12.00'	N89° 24' 50"E
L7	21.21'	N45° 35' 10"W
L8	21.22'	N44° 24' 50"E
L9	21.21'	S45° 35' 10"E
L10	21.21'	S44° 24' 50"W
L11	21.21'	N45° 35' 10"W
L12	21.21'	N45° 35' 10"W
L13	21.21'	N44° 25' 59"E

Lot Line Table

Line #	Length	Direction
L14	8.90'	S00° 35' 10"E
L15	21.21'	N44° 24' 50"E
L16	21.21'	N45° 35' 10"W
L17	8.50'	S00° 35' 10"E
L18	11.83'	S00° 35' 10"E
L19	21.21'	N44° 24' 50"E
L20	21.21'	N45° 35' 10"W
L21	21.21'	N44° 24' 50"E
L22	21.21'	N45° 35' 10"W
L23	21.21'	S44° 24' 50"W
L24	9.90'	S00° 35' 10"E
L25	1.70'	N89° 24' 50"E

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LA ESPERANZA WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA

ON _____ DAY OF _____ 20___.

_____ _____
MAYOR OF THE CITY DONNA — DATE

ATTEST: _____ _____
SECRETARY OF THE CITY OF DONNA — DATE

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA ESPERANZA WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF DONNA ON _____ DAY OF _____ 20___.

_____ _____
P&Z CHAIRMAN OF THE CITY OF DONNA — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA ESPERANZA WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____ DAY OF _____, 20___.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LA ESPERANZA WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____ _____
HIDALGO COUNTY JUDGE — DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK — DATE

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF June 20 16

Taek Kim Nancy Vargas Kim
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TAEK KIM & NANCY VARGAS KIM, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15 DAY OF June 2016

Emma Monterrubio
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 9-30-2018

EMMA MONTERRUBIO
MY COMMISSION EXPIRES
September 30, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, KIM FAMILY PROPERTY TRUST
AS OWNER OF THE 30.000 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA ESPERANZA, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

KIM FAMILY PROPERTY TRUST

Taek Kim — Nancy Vargas Kim — 6/15/16

TAEK KIM, TRUSTEE
P. O. BOX 2467
McALLEN, TEXAS 78501

NANCY VARGAS KIM, TRUSTEE — DATE:
P.O. BOX 2467
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED TAEK KIM & NANCY VARGAS KIM
PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15 DAY OF June, 2014.

Emma Monterrubio
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 9-30-2018

EMMA MONTERRUBIO
MY COMMISSION EXPIRES
September 30, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF LA ESPERANZA WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 10-14-2013 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

Fred L Kurth 6/16/16

FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED OCTOBER 14, 2013 JOB No. 12088.00
DATE PREPARED OCTOBER 14, 2013
T-948 PG. 14
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS — FRED L. KURTH — 54151 — LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS — REGISTERED — FRED L. KURTH — 4750 — PROFESSIONAL LAND SURVEYOR

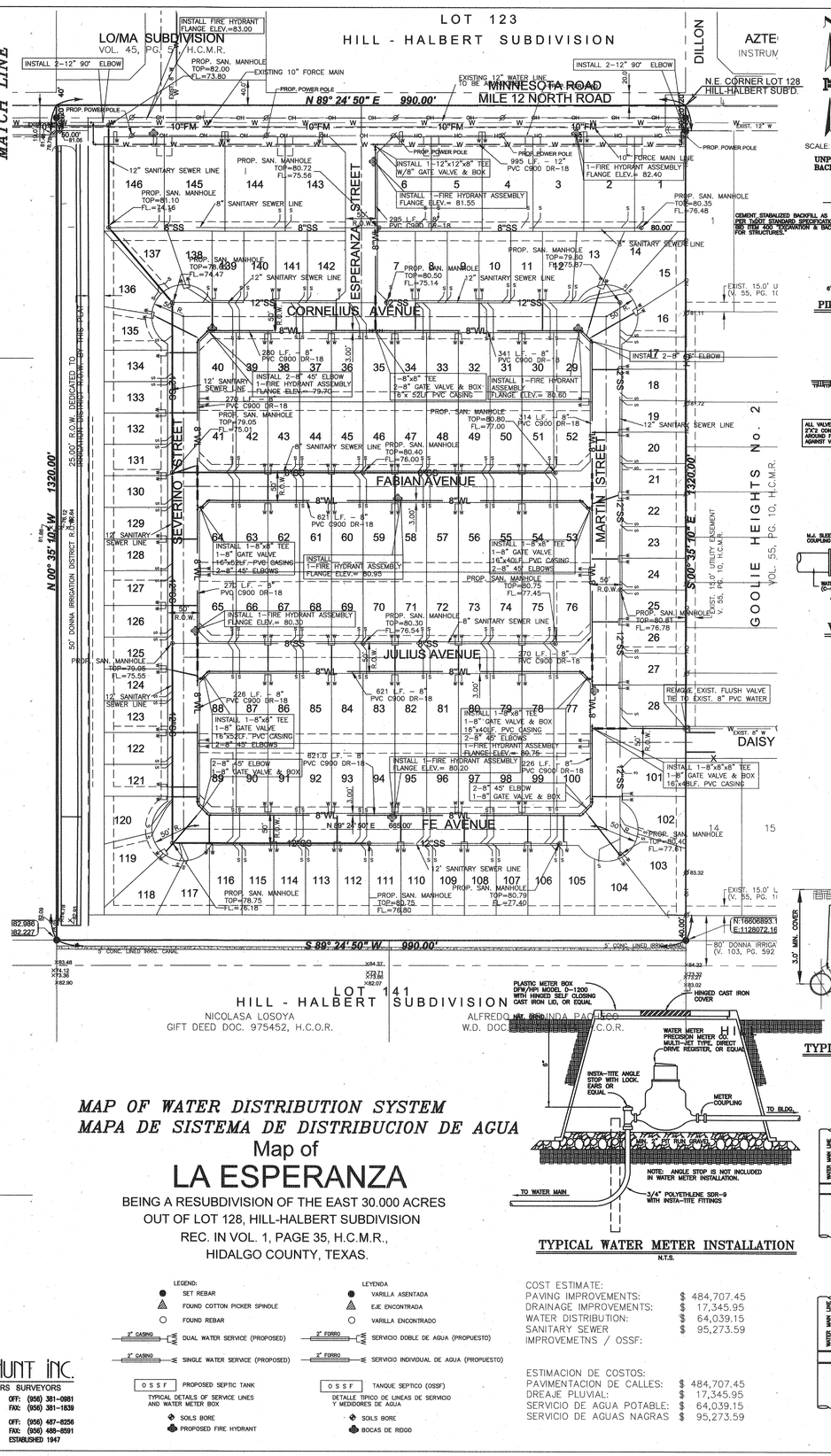
APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

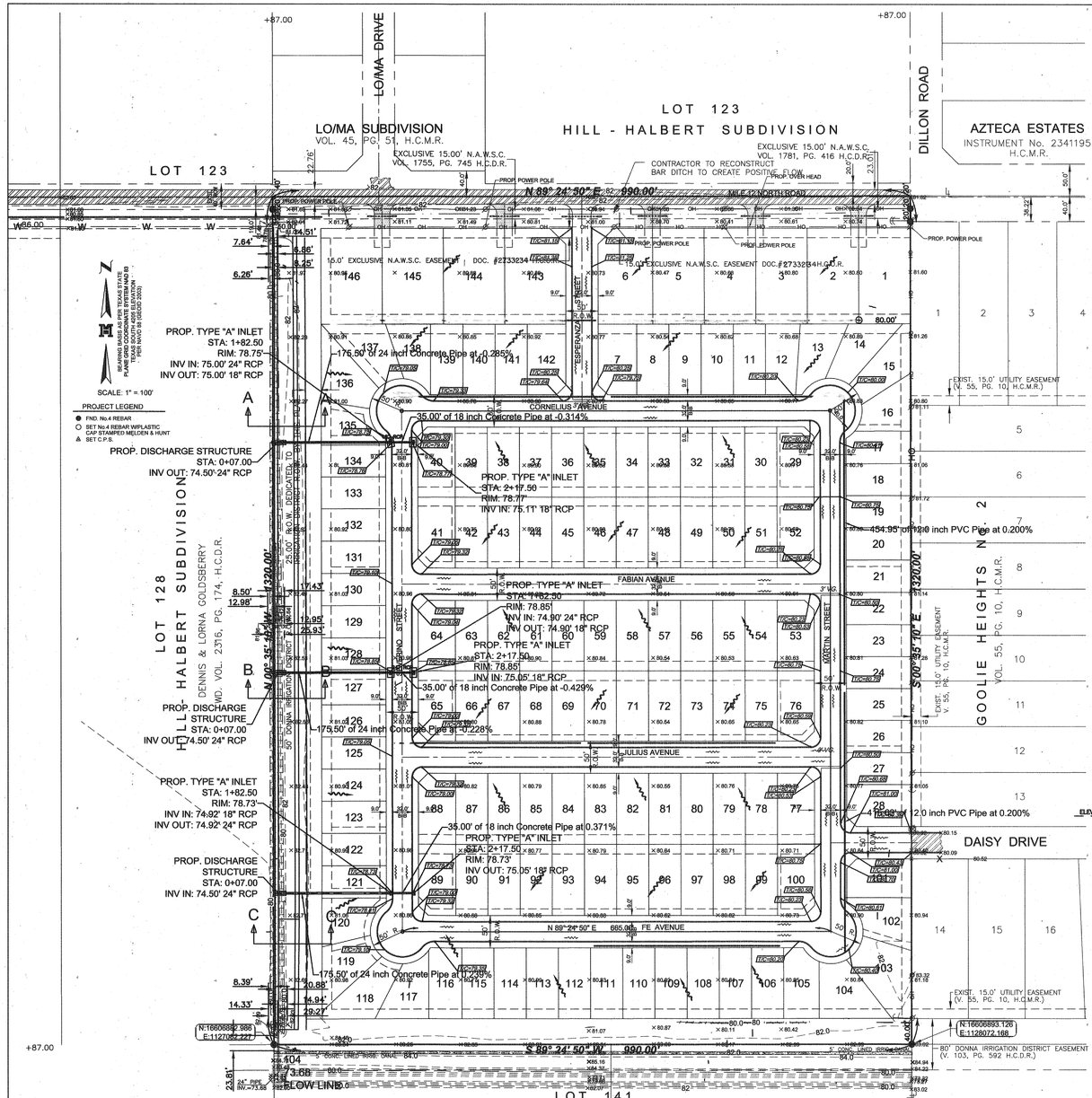
HIDALGO COUNTY
CERTIFICATE O


LOT 123
HILL - HALBERT SUBDIVISION
LO/MA SUBDIVISION
VOL. 45, PG. 97, H.C.M.R.
MINNESOTA ROAD
MILE 12 NORTH ROAD
N 89° 24' 50" E 990.00'
MATCH LINE
MATCH LINE
LOT 122
MILE 12 NORTH ROAD
LOT 129
HILL - HALBERT SUBDIVISION
HUISACHE ACRES #6 SUBDIVISION
INSTRUMENT 1681522, H.C.M.R.
DONNA INDEPENDENT SCHOOL DISTRICT
FUTURE HIGH SCHOOL SITE
ESPERANZA STREET
CORNELIUS AVENUE
FABIAN AVENUE
JULIUS AVENUE
FE AVENUE
SEVERINO STREET
MARTIN STREET
DAISY
DILLON
GOOLIE HEIGHTS No. 2
VOL. 55, PG. 10, H.C.M.R.
LOT 141
HILL - HALBERT SUBDIVISION
NICOLASA LOSOYA
GIFT DEED DOC. 975452, H.C.O.R.
ALFREDO [illegible] PACHECO
W.D. DOC. [illegible] H.C.O.R.
N.E. CORNER LOT 128
HILL-HALBERT SUB'D.
AZTE
INSTRUM
RAMIRO L
VOL. 22, PG.
LEGAL STR
GALVA
VOL. 28, PG.
SEOUC
50' DONNA IRRIGATION DISTRICT R.O.W.
25.00' R.O.W. DEDICATED TO DONNA IRRIGATION DISTRICT HIDALGO COUNTY
EXISTING 10" FORCE MAIN
EXISTING 12" WATER LINE TO BE ABANDONED
INSTALL FIRE HYDRANT FLANGE ELEV.=83.00
INSTALL 2-12" 90° ELBOW
PROP. SAN. MANHOLE TOP=82.00 FL.=73.80
EXISTING 10" FORCE MAIN
PROP. POWER POLE
PROP. SAN. MANHOLE TOP=80.77 FL.=75.56
12" SANITARY SEWER LINE
PROP. SAN. MANHOLE TOP=81.10 FL.=74.16
8" SANITARY SEWER LINE
PROP. SAN. MANHOLE TOP=79.89 FL.=74.47
12" SANITARY SEWER LINE
PROP. SAN. MANHOLE TOP=80.50 FL.=75.14
12" SANITARY SEWER LINE
PROP. SAN. MANHOLE TOP=79.80 FL.=75.87
PROP. SAN. MANHOLE TOP=80.35 FL.=76.48
PROP. SAN. MANHOLE TOP=80.80 FL.=77.00
PROP. SAN. MANHOLE TOP=80.80 FL.=77.45
PROP. SAN. MANHOLE TOP=80.75 FL.=77.45
PROP. SAN. MANHOLE TOP=80.81 FL.=76.78
PROP. SAN. MANHOLE TOP=80.30 FL.=76.54
PROP. SAN. MANHOLE TOP=80.79 FL.=77.40
PROP. SAN. MANHOLE TOP=78.75 FL.=76.80
PROP. SAN. MANHOLE TOP=70.06 FL.=75.55
PROP. SAN. MANHOLE TOP=70.30 FL.=71.20
PROP. SAN. MANHOLE TOP=82.78 FL.=70.21
EXISTING SAN. MANHOLE TOP=82.78 FL.=70.21
INSTALL 1-12"x12"x8" TEE W/8" GATE VALVE & BOX
INSTALL 1-FIRE HYDRANT ASSEMBLY FLANGE ELEV.= 82.40
995 L.F. - 12" PVC C900 DR-18
295 L.F. - 8" PVC C900 DR-18
280 L.F. - 8" PVC C900 DR-18
341 L.F. - 8" PVC C900 DR-18
314 L.F. - 8" PVC C900 DR-18
621 L.F. - 8" PVC C900 DR-18
226 L.F. - 8" PVC C900 DR-18
270 L.F. - 8" PVC C900 DR-18
INSTALL 2-8" 45° ELBOW 1-FIRE HYDRANT ASSEMBLY FLANGE ELEV.= 79.70
INSTALL 1-FIRE HYDRANT ASSEMBLY FLANGE ELEV.= 80.60
INSTALL 1-FIRE HYDRANT ASSEMBLY FLANGE ELEV.= 80.95
INSTALL 1-FIRE HYDRANT ASSEMBLY FLANGE ELEV.= 80.20
INSTALL 1-FIRE HYDRANT ASSEMBLY FLANGE ELEV.= 80.30
INSTALL 1-FIRE HYDRANT ASSEMBLY FLANGE ELEV.= 86.75
INSTALL 1-8"x8"x8" TEE 1-8" GATE VALVE 16"x40LF. PVC CASING 2-8" 45° ELBOWS
INSTALL 1-8"x8" TEE 1-8" GATE VALVE 16"x52LF. PVC CASING 2-8" 45° ELBOWS
INSTALL 1-8"x8" TEE 1-8" GATE VALVE & BOX 16"x52LF. PVC CASING 2-8" 45° ELBOW
INSTALL 1-8"x8" TEE 1-8" GATE VALVE & BOX 16"x40LF. PVC CASING 2-8" 45° ELBOWS
INSTALL 1-8"x8"x8" TEE 1-8" GATE VALVE & BOX 16"x40LF. PVC CASING
INSTALL 2-8" 45° ELBOW
INSTALL 2-12" 90° ELBOW
REMOVE EXIST. FLUSH VALVE TIE TO EXIST. 8" PVC WATER
EXIST. 8" W
EXIST. 12" W
EXIST. 15.0' U (V. 55, PG. 1
80' DONNA IRRIGA (V. 103, PG. 592
N 00° 35' 10" W 1320.00'
S 00° 35' 10" E 1320.00'
S 89° 24' 50" W 990.00'
N 89° 24' 50" E 685.00'
N:16606893.1
E:1128072.16
82.86
82.22
83.46
83.36
82.90
84.22
83.27
83.02
82.07
83.32
82.59
82.76
82.61
82.76
82.61
82.76
82.61

—MAP OF TOPOGRAPHY AND STORM DRAINAGE SYSTEM—
—TOPOGRAFIA Y SISTEMA DE DRENAJE PLUVIAL—

Map of
LA ESPERANZA

BEING A RESUBDIVISION OF THE EAST 30.000 ACRES
OUT OF LOT 128, HILL-HALBERT SUBDIVISION
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.



DRAINAGE STATEMENT
LA ESPERANZA

+85.00

LA ESPERANZA IS A 30.000–ACRE TRACT OF LAND OUT OF LOT 128, HILL – HALBERT TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY, MAP RECORDS. THE PROPERTY IS LOCATED 4800 FEET EAST OF F.M. 1423 (VALVERDE ROAD) ALONG THE SOUTH SIDE OF MILE 12 NORTH ROAD (MINNESOTA ROAD). SAID PROPERTY IS CURRENTLY OPEN LAND, WITH A PROPOSED RESIDENTIAL USE THAT INCLUDES 148 LOTS. THIS SUBDIVISION LIES IN ZONE "C" (NO SHADING) ON FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982. ZONE "C" (NO SHADING) IS DEFINED AS AREAS OF MINIMAL FLOODING.

THE SOILS ARE SANDY CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUPS "B". SOILS IN HYDROLOGIC GROUP "B" HAVE A MODERATE PERVIOUSNESS, AND A RELATIVELY LOW PLASTICITY INDEX (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). EXISTING RUNOFF IS IN A NORTHEASTERLY DIRECTION, AND HAS A PRE–CONSTRUCTION FLOW OF 9.24 C.F.S. DURING THE 10–YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

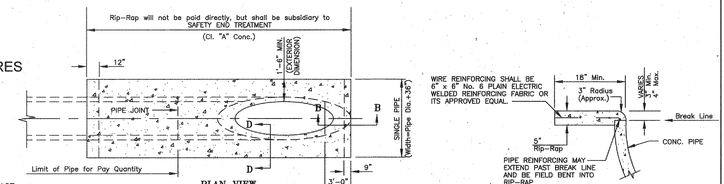
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT POLICIES, THE PEAK POST CONSTRUCTION RATE OF RUNOFF WILL NOT BE INCREASED DUE TO THE CONSTRUCTION OF THIS SUBDIVISION. THEREFORE AS PER ATTACHED CALCULATIONS, 91,095 TOTAL CUBIC FEET OF DETENTION (2.091 AC–FT.) ARE REQUIRED. DETENTION WILL BE ACCOMPLISHED WITHIN THE EXISTING DONNA IRRIGATION DISTRICT DRAIN DITCH LOCATED ALONG THE WEST SIDE OF THIS SUBDIVISION. THE DRAIN DITCH WILL BE RE–EXCAVATED ALONG THE EAST SIDE OF THE DRAIN DITCH AND WILL NET APPROXIMATELY 94,250 CUBIC FEET OF DETENTION (SEE ATTACHED CROSS SECTION). RUNOFF FROM THE PROPOSED STREETS AND EXCESS RUNOFF FROM THE LOTS WILL SURFACE FLOW INTO THREE PROPOSED STORM DRAINAGE SYSTEMS FOR THIS SUBDIVISION. SYSTEM "A" LOCATED IN THE NORTHERN ONE THIRD OF THE SUBDIVISION CONSISTS OF TWO (2) TYPE "A" INLETS, AND 140 LINEAR FEET OF 24–INCH PIPE AND 35 LINERA FEET OF 18–INCH PIPE. SYSTEM "B" LOCATED IN THE CENTER ONE THIRD OF THE SUBDIVISION CONSISTS OF TWO (2) TYPE "A" INLETS, 140 LINEAR FEET OF 24–INCH PIPE AND 35 LINEAR FEET OF 18–INCH PIPE. SYSTEM "C" LOCATED IN THE SOUTHERN THIRD OF THE SUBDIVISION CONSISTS OF TWO (2) TYPE "A" INLETS, 140 LINEAR FEET OF 24–INCH PIPE AND 35 LINEAR FEET OF 18–INCH PIPE. THE ULTIMATE OUTFALL IS THE DONNA LATERAL DRAIN DITCH LOCATED TO THE SOUTH OF THIS DEVELOPMENT.

THE FINISHED FLOOR ELEVATION FOR THE PROPOSED BUILDINGS SHALL BE 18 INCHES ABOVE THE FRONT TOP OF CURB, MEASURED FROM THE CENTER OF THE LOT. NATURAL GROUND SHALL BE GRADED IN SUCH MANNER THAT IT WILL ALLOW RUNOFF TO DRAIN AWAY FROM THE BUILDINGS, AS WELL AS AVOID THE CONCENTRATION OF RUNOFF ONTO OTHER LOTS WITHIN THE SUBDIVISION.

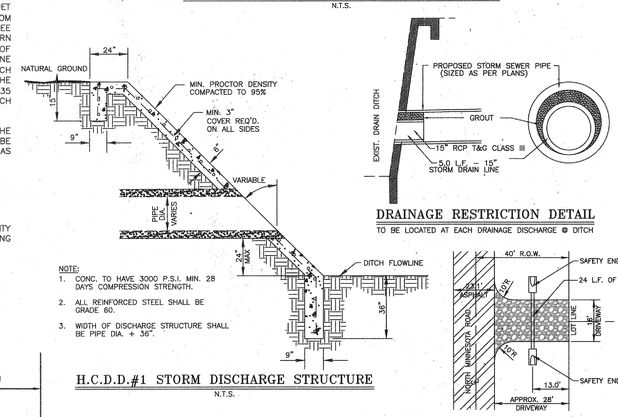
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOOD PLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, REVISED NOVEMBER 16, 1982 IS CONTAINED WITHIN THE WIDENING OF THE DRAINAGE DITCH ALONG THE WEST BOUNDARY OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 — DATE: 6-16-06



SAFETY END TREATMENT – (Type "C") DETAILS
N.T.S.

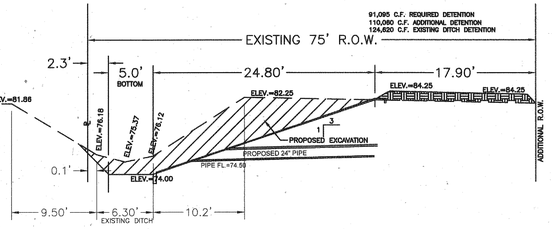


NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

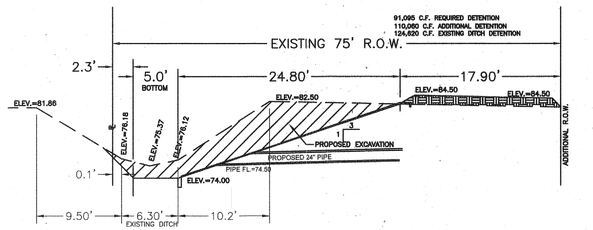
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

DRAINAGE RESTRICTION DETAIL
TO BE LOCATED AT EACH DRAINAGE DISCHARGE @ DITCH

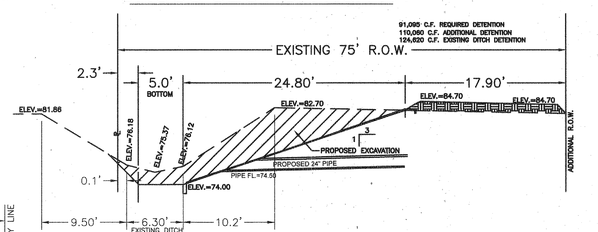
LA ESPERANZA
TYPICAL DRIVEWAY FRONTING N. MINNESOTA ROAD
N.T.S.



CROSS SECTION No. C-C



CROSS SECTION No. A-A



CROSS SECTION No. B-B

CONCRETE VALLEY GUTTER
N.T.S.

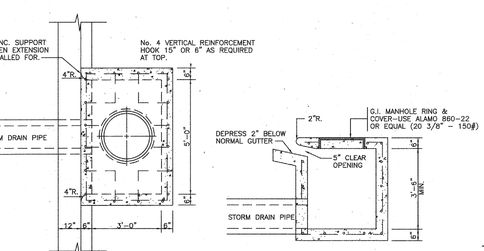
GENERAL NOTES:
1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.

TYPICAL COUNTY ROAD/DITCH SECTION
N.T.S.

PIPE BEDDING DETAILS

CONCRETE ROLL–OVER CURB & GUTTER
N.T.S.

TYPICAL INTERIOR STREET CROSS SECTION
N.T.S.



TYPE "A" INLET
N.T.S.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE — OFF.: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF.: (956) 487-5256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-5591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 9-27-2016

PROPOSED **ANHELITO RANCH** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **NAIN ENGINEERING, LLC.** DEVELOPER: **JAVIER MARTINEZ**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **4** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST SIDE OF MILE 2½ EAST ROAD APPROXIMATELY ¼ MILE NORTH OF MILE 3 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-10-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE IMPROVEMENTS WILL BE PROVIDED BY REGRADING MILE 2 ½ EAST ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. IS REQUIRED.**

H.C.R.O.W. FINAL APPROVAL DATE: **09-09-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**

WATER SERVICE PROVIDER: **MHWSC** LINE SIZE: **3"** LOCATION: **WEST SIDE OF MILE 2½ EAST ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **09-09-2016** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount: $4500.00 For:* ☒*OSSF(S) **3*** (LOT **2** HAS AN EXISTING OSSF).

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JULY 6, 2016**

STAFF RECOMMENDS:

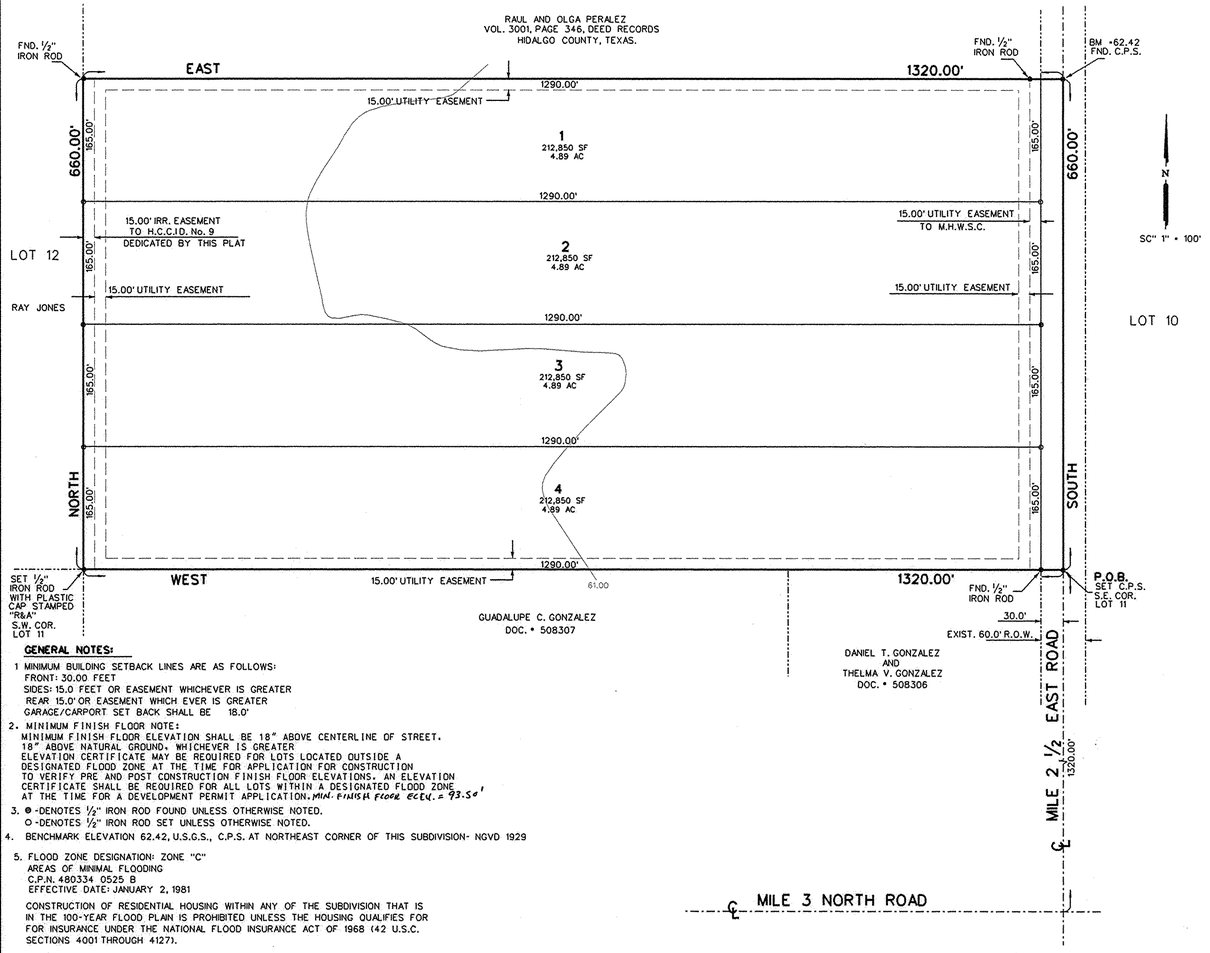
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

ANHELITO RANCH SUBDIVISION

A 20.00 ACRE TRACT BEING THE SOUTH 20.00 ACRES OF LOT 11, BLOCK 31, CAPISALLO DISTRICT SUBDIVISION LLANO GRANDE GRANT, RECORDED IN VOLUME "P" PAGE 226, DEED RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 20.00 ACRE TRACT OF LAND BEING THE SOUTH 20.00 ACRES OF LOT 11, BLOCK 31, CAPISALLO DISTRICT SUBDIVISION LLANO GRANDE GRANT, RECORDED IN VOLUME "P", PAGE 226, DEED RECORDS, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MILE 2 ½ EAST ROAD FOR THE SOUTHEAST CORNER OF LOT 11 AND THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: WEST, PASSING A ½" IRON ROD FOUND AT 30.00 FEET FOR THE WEST R.O.W. LINE OF MILE 2 ½ EAST ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A ½" IRON ROD SET WITHA PLASTIC CAP STAMPED "R&A" FOR THE OUTHWEST CORNER OF LOT 11 AND THE SOUTHWEST CORNER OF THIS TRACT:

THENCE: NORTH, ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 660.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: EAST, PASSING A ½" IRON ROD FOUND AT 1290.00 FEET FOR THE WEST R.O.W. LINE OF 2 ½ EAST ROAD, A TOTAL DISTANCE OF 1320.00 TO A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF LOT 11, AND IN THE CENTERLINE OF MILE 2 ½ EAST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: SOUTH, ALONG THE EAST LINE OF LOT 11 AND THE CENTERLINE OF MILE 2 ½ EAST ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No.9 DATED THIS 26TH DAY OF Aug. 2016.

1.- No improvements of any kind shall be placed upon Hidalgo and Cameron Counties Irrigation District No.9 right-of-ways and/or easement without the expressed written permission of H.C.C.I.D. No. 9

2.- It is understood that the rate of flow of storm water for the development will be no greater than the rate flow of storm water when the land was in agricultural use.

3.- H.C.C.I.D.No.9 will not be responsible for the storm/drainage water system to any lot within this subdivision. As well, H.C.C.I.D.No.9 will not be responsible for the delivery of water to any lot within this subdivision. If desired, this will not be at the districts expense.

4.- H.C.C.I.D. No.9 has not reviewed and does not certify that the storm sewer or utilities systems described are appropiate for the particular subdivision, based on generally accepted engineering criteria. The developer and his engineer are responsible for their determinations.

GENERAL MANAGER
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JAVIER MARTINEZ OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "ANHELITO RANCH SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: JAVIER MARTINEZ
ADDRESS: 745 S. COLORADO AVENUE
MERCEDES, TEXAS. 78570

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JAVIER MARTINEZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF July, 2016

LEONOR ARRATIA
Notary Public, State of Texas
My Commission Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS. WATER CODES 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

07/22/16
DATE

GENERAL NOTES:

1 MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 30.00 FEET
SIDES: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER
REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
GARAGE/CARPORT SET BACK SHALL BE 18.0'

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION. MIN. FINISH FLOOR ELEV. = 93.50'

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.

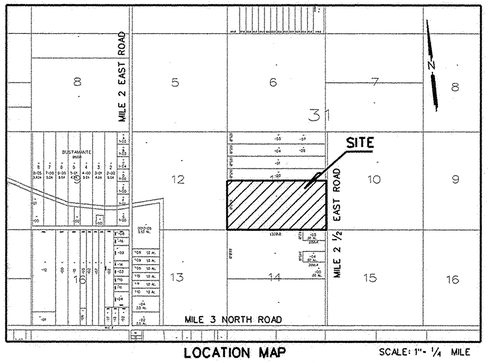
4. BENCHMARK ELEVATION 62.42, U.S.G.S., C.P.S. AT NORTHEAST CORNER OF THIS SUBDIVISION- NGVD 1929

5. FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING
C.P.N. 480334 0525 B
EFFECTIVE DATE: JANUARY 2, 1981
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 53,730 CUBIC -FEET 1.23 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THE LOTS
DRAINAGE DETENTION PER LOT : 13,432.50 C.F. (0.30 AC-FT)

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT



LOCATION MAP SCALE: 1"- ¼ MILE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

ANHELITO RANCH SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED SOUTH EASTERLY HIDALGO COUNTY, ON THE WEST SIDE OF MILE 2 ½ EAST, ¼ MILE NORTH OF MILE 3 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES (POPULATION OF 14,185 2005 CENSUS). ANHELITO RANCH SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MERCEDES UNDER LOCAL GOVERNMENT CODE § 212.001.

9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE. AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

11. JAVIER MARTINEZ.. THE OWNER & SUBDIVIDER OF ANHELITO RANCH SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

14. THE PURCHASE OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCE CONCRETE PIPE NO LESS THAN 15 INCH IN DIAMETER AND 24 FEET IN LEGHT.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ANHELITO RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ANHELITO RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 2016.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

7/19/16

REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR • 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS REGISTERED REYNALDO ROBLES 4032 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

7/18/16

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS GUILLERMO A ARRATIA 94001 LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 2

INDEX TO SHEET OF ANHELITO RANCH SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND
	RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATIONS: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED:
	H.C.C.I.D. No. 1 CERTIFICATION: H.C.C.I.D. No. 9 CERTIFICATE
	OF APPROVAL: REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY. ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION). INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: JAVIER MARTINEZ	745 S. COLORADO AVE	MERCEDES, TEXAS. 78570	956-565-2763
ENGINEER: GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR: REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: MAY 31, 2016

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERINGBYAHOO.COM

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I,JAVIER MARTINEZ SUBDIVIDER OF ANHELITO RANCH SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: JAVIER MARTINEZ
ADDRESS: 745 S. COLORADO AVENUE
MERCEDES, TEXAS. 78570

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JAVIER MARTINEZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26th DAY OF August, 2016

LEONOR ARRATIA
Notary Public, State of Texas
My commision Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

ANHELITO RANCH SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE MILITARY HIGHWAY WATER SUPPLY CORPORATION (M.H.W.S.C.). THE SUBDIVIDER, AND M.H..W.S.C.. HAVE ENTERED INTO A CONTRACT IN WHICH M.H.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

M.H..W.S.C. HAS AN EXISTING 3" DIAMETER WATERLINE RUNNING ALONG THE WEST R.O.W. LINE OF MILE 2 ½ EAST ROAD

WATER DISTRIBUTION FOR ANHELITO RANCH SUBDIVISION CONSIST OF A PROPOSED ¾" SINGLE WATER SERVICE FOR LOT 1 A 1" DUAL WATER SERVICE FOR LOTS 3 AND 4 , SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $ 750.00, IN ADDITION THE THE SUBDIVIDER HAS PAID M.H.W.S.C. THE SUM OF $ 2,792.00, WHICH COVERS THE COST FOR THIS SUBDIVISION, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO M.H.W.S.C.. UPON REQUEST BY THE LOT OWNER, M.H.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY M.H.W.S.C.. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOT 2 HAVE AN EXISTING WATER METER.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM ANHELITO RANCH SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS III SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL WITH THE FILING OF THIS PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK)REPRESENTING A "CASH DEPOSIT TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 4,500.00 WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILLINCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

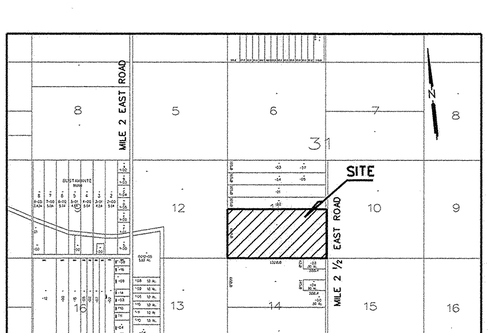
AT ANY TIME AFTER THE LOTS IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITTING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMITTO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

LOT 2 HAVE AN EXISTING OSSF

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 2,792.00

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,350.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 4,500.00 FOR THE ENTIRE SUBDIVISION.



LOCATION MAP SCALE: 1"= ½ MILE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

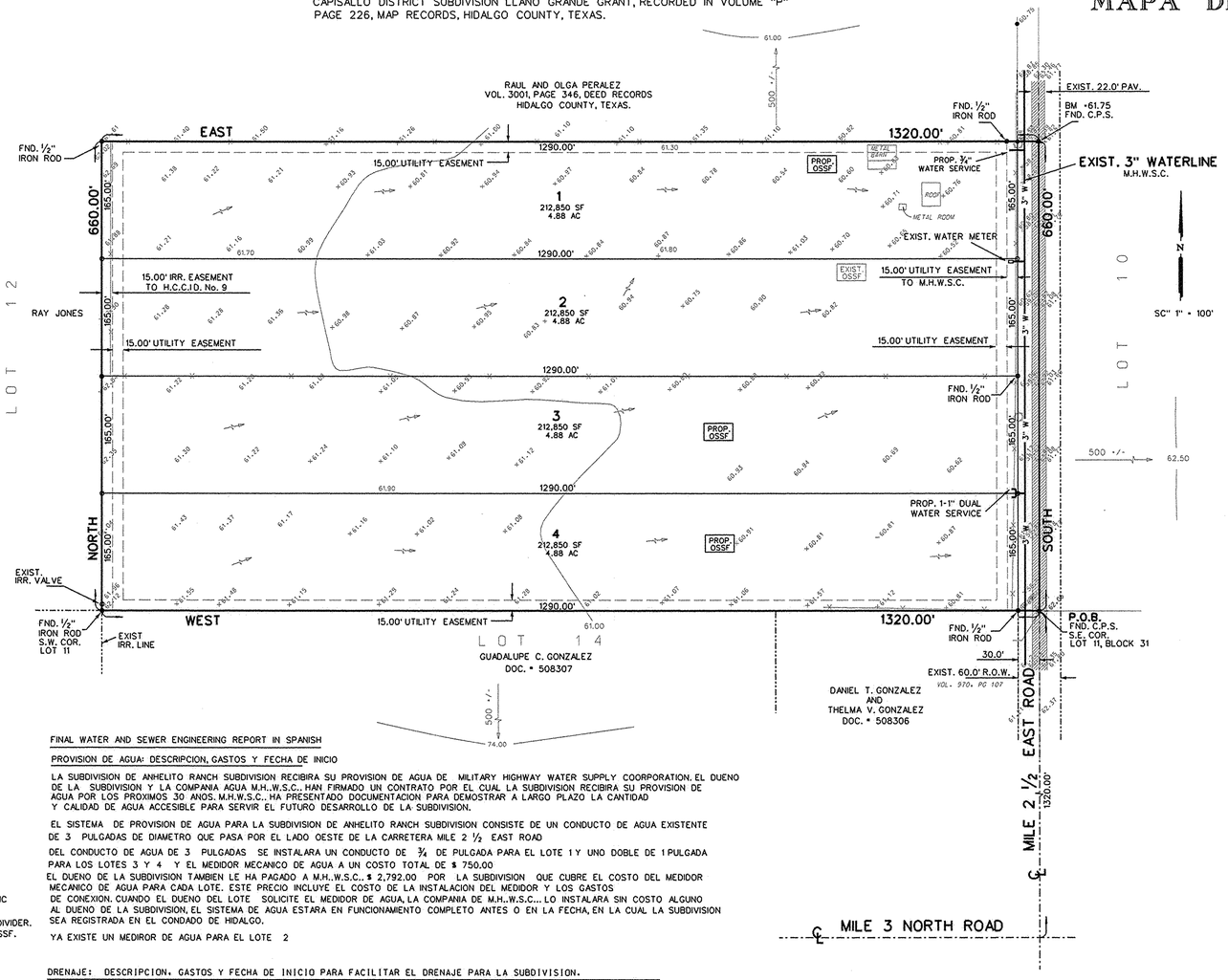
ANHELITO RANCH SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED SOUTH EASTERLY HIDALGO COUNTY, ON THE EAST SIDE OF MILE 2 ½ EAST, ¼ MILE NORTH OF MILE 3 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES (POPULATION OF 14,185 2005 CENSUS). ANHELITO RANCH SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MERCEDES UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

ANHELITO RANCH SUBDIVISION

A 20.00 ACRE TRACT BEING THE SOUTH 20.00 ACRES OF LOT 11, BLOCK 31, CAPISALLO DISTRICT SUBDIVISION LLANO GRANDE GRANT, RECORDED IN VOLUME "P" PAGE 226, MAP RECORDS, HIDALGO COUNTY, TEXAS.



FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE ANHELITO RANCH SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE MILITARY HIGHWAY WATER SUPPLY COORPORATION. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA M.H..W.S.C.. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. M.H.W.S.C.. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE ANHELITO RANCH SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 3 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DE LA CARRETERA MILE 2 ½ EAST ROAD

DEL CONDUCTO DE AGUA DE 3 PULGADAS SE INSTALARA UN CONDUCTO DE ¾ DE PULGADA PARA EL LOTE 1 Y UNO DOBLE DE 1 PULGADA PARA LOS LOTES 3 Y 4 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 750.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A M.H..W.S.C.. $ 2,792.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE M.H..W.S.C... LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

YA EXISTE UN MEDIDOR DE AGUA PARA EL LOTE 2

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $ 1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSAS SEPTICAS HA SIDO INSTALADA EN EL PROCESO DE LA APROVACION FINAL.

EN CUALQUIER MOMENTO DESPUES QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALLACION DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUENO DE LA SUBDIVISION Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACION PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICO. LAS FOSAS SEPTICAS DEBEN DE ESTAR INSTALLADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

EL LOTE 2 YA TIENEN UN SYSTEMA SEPTICO EXISTENTE

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 2,792.00
DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 4,500.00 PARA TODA LA SUBDIVISION

GUILLERMO A. ARRATIA, P.E. 8/26/16
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	JAVIER MARTINEZ	745 S. COLORADO AVE	MERCEDES, TEXAS. 78570	956-565-2763
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

DRAINAGE REPORT:

MAY 31, 2016
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

ANHELITO RANCH SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON TH WEST SIDE OF MILE 2 ½ EAST ROAD ¼ MILE NORTH OF MILE 3 NORTH ROAD

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "C":
AREAS OF MINIMAL FLOODING
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0525 B
MAP REVISED: EFFECTIVE DATE: JANUARY 2, 1981

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HARLINGEN SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED, THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (7.62 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE NORTH SIDE OF THIS TRACT.

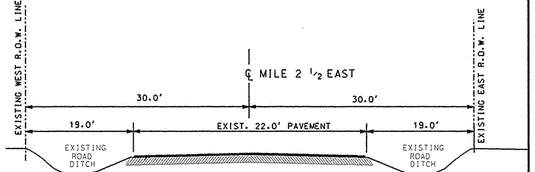
PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF FOUR RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 16.7 CFS, I HAVE CALCULATED THAT 53,730 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.
DRAINAGE DETENTION PER LOT : 13,432.50 C.F. (0.30 AC-FT)

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "C":
AREAS OF MINIMAL FLOODING
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0525 B
MAP REVISED: EFFECTIVE DATE: JANUARY 2, 1981
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA, P.E. 8/26/16
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER



TYPICAL STREET DETAIL
N.T.S.

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 2,792.00
SEPTIC TANK SYSTEM	$ 4,500.00
DRAINAGE	$ 000.00

SHEET 2 OF 2

INDEX TO SHEET OF ANHELITO RANCH SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C.C.I.D. NO. 9 CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

DATE OF PREPARATION: MAY 31, 2016

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

AI-56565 **Purchasing Department** **21. A. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

For clarification purposes of consent agenda item #56435 approved by CC on 9/20/16. Requesting approval of modified specifications to reflect all Hidalgo County Law Enforcement Agencies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Services are on an as needed basis. Each law enforcement agency should have funds in place upon requesting services in the respective account under object code 331 Physician Services.

Attachments

Modified Packet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 10:17 AM
Ivan Cantu	Ivan Cantu	09/23/2016 01:36 PM
Ivan Cantu	Ivan Cantu	09/23/2016 03:02 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Heidi Ortiz		Started On: 09/23/2016 09:46 AM
Final Approval Date: 09/23/2016		

PURCHASING DEPARTMENT
County Of Hidalgo

September 26, 2016

_____

_____

_____

_____

RE: Hidalgo County
Request for Proposals
Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies
RFP № 16-357-10-12-HGO

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If 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/hgo

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"

RFP № 16-357-10-12-HGO

1. Request for Proposals Letter, consisting of 1 page.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements/Scope of Services, consisting of 6 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 1 page.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 3 pages.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S./E- Mail.

Thank you,

Martha L. Salazar, CPPB, Purchasing Agent

September 26, 2016
Date

RFP NO: 16-357-10-12-HGO	BUYER: Heidi García Ortiz	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"

(As Needed Basis)

Contact Person:
Heidi Garcia Ortiz

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 16-357-10-12-HGO**

1. Sealed proposals will be received for Hidalgo County for: **"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES" (as needed basis)** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 16-357-10-12-HGO-" PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 12, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 16-357-10-12-HGO – "PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES".

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, OCTOBER 5, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, OCTOBER 7, 2016. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers

are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (*60*) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (*90*) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax, and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES" (as needed basis)**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  f) 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

Projected Proposal Opening, 9:30 A.M.,	**October 12, 2016**
Project/Anticipated Award Date	**_____, 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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. 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 proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by, or on behalf of, a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a sub-contract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Completed 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 PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP No. (i.e. 2016-357), 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: heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:**

  https://www.ethics.state.tx.us/tec/1295-Info.htm

  THE AWARDED VENDOR WILL HAVE THIRTY (*30*) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposers' responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful proposer will be in effect until (*a*) the contract expires, (*b*) delivery and acceptance of products, and/or performance of services ordered, or (*c*) terminated by County with thirty (*30*) days written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

28. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposers' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

29. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two (*2*) business days at no expense to County. Items not picked up within one (*1*) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Proposers shall provide with the proposal response, a list of at least three (*3*) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Proposal
Hidalgo County
"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"
(as needed basis)

RFP NO: 16-357-10-12-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (*90*) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"

(as needed basis)

Exhibit "A"

RFP NO: 16-357-10-12-HGO

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies" (as needed basis) in order to enter into contract(s) for the service. The scope of the work/services will encompass all aspects of Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies". Requests for Proposals will be accepted until **9:30 A.M., Wednesday, October 12, 2016.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 16-357-10-12-HGO

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County requires that all request for proposals are routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED ONLY UNTIL Wednesday, October 5, 2016 at 5:00 PM via facsimile at (956) 292-7612 or email to heidi.ortiz@co.hidalgo.tx.us. Responses will be sent to all applicants by Friday, October 7, 2016. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor who is considering doing business with Hidalgo County ("the County") 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 the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void. All Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP No. (i.e. 2016-357), 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: heidi.ortiz@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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

PROPOSER'S AFFIDAVIT:

Prior to award of contract, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (*30*) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
When hand delivering proposals, submitters need to make certain that proposal is stamped with date and time received by County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **MAY NOT** sub-contract the award without the written consent of the Board of Judges of Hidalgo County.

TERM OF CONTRACT:
It is intended that the initial contract term will be for one (*1*) year with County's option to renew/extend for an additional one (*1*) year term, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (*60*) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (*1*) original and seven (*7*) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Include a complete, detailed method of screening in the area of Pre and Post employment

for all law enforcement personnel. Briefly explain how long you have been organized and your business objectives. Include the length of time you have been in business. This description should be concise, candid, and limited to *3* pages in length.

FIRM QUALIFICATIONS:
Hidalgo County is soliciting to contract with qualified Licensed Psychologist(s). The person(s) directly performing the evaluation services is required to be a licensed psychologist(s) in the State of Texas and shall have training and experience in psychological test interpretation and law enforcement. Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

APPROACH:
A description of the proposed approach to the project including at least the following elements should be submitted.

- A list of tests proposed including a description of the tests and the purpose of each
- The grading significance for the specified job.
- Interviewing overview.
- Complete outline on the reporting methods to be used.
- How far in advance the testing must be scheduled.
- Give a minimum and maximum number to be tested at one time.
- How and where the tests would be administered and the interviews given.
- How soon the results would be available.
- Provide a timeline for the procedures and fully explain the entire process.
- If you render other services that would facilitate this evaluation process, explain.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (*1*) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Employee Related Evaluation Services" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract with psychologist(s) who are qualified to provide services and expertise in the service of Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies on an "as needed" basis and meet the following specifications/requirements:

Provide to requesting department the services required of a licensed professional psychologist. These services include but are not limited to:

1. **Pre-employment screening for prospective law enforcement personnel in any/all law enforcement capacity;**
2. **Screenings after weapon discharge;**
3. **A knowledge of the research literature related to the pre-employment and post-employment psychological screening of law enforcement personnel in any/all law enforcement capacity;**
4. **Conducting psychological evaluations of law enforcement personnel as required by the requesting Department;**

5. **Interpreting the results of any/all tests conducted as stated above and submitting a written report of the results of such tests and examinations, as required by requesting law enforcement agency;**
6. **A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues.**
7. **A thorough knowledge of the behaviors and characteristics for success in law enforcement and must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty.**
8. **The ability to relate effectively with County's designee. Offeror should function as a team member who works closely with all Hidalgo County Law Enforcement Agencies in the screening process.**
9. **Serving on general call on a daily basis, except when out of town.**
10. **Proposer represents that it employs a licensed professional psychologist by the State of Texas and is qualified to perform and execute the services provided above.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per type of psychological evaluation. Cost(s) to include all typed and signed documentation/reports to the Hidalgo County Law Enforcement Agency requesting evaluation. The County will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (*1*) original and seven (*7*) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a *100* point scoring system. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioners' Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.
Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners' Court) will review, score and evaluate the RFPs received in response to this "Request for Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to Hidalgo County Commissioners' Court for the purposes of ranking.

Proposals will be graded on a *100*-point system with emphasis on ability to service Hidalgo County Law Enforcement Agencies.

1. **LICENSED PSYCHOLOGIST(S):** **(*30* Points)**
The Licensed Psychologist(s) should provide information related to its Qualifications. The Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. The Licensed Psychologist must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(*20* Points)**
The Licensed Psychologist(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the Licensed Psychologist by Hidalgo County Law Enforcement Agencies. If the Psychologist currently has an active practice, the Psychologist must state in detail how services and requirements will be rendered as detailed for the "Request for Proposal". Psychologist(s) should include any local issues or concerns that directly affect the Psychologist(s) understanding of the project.

3. **COST:** **(*20* Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(*30* Points)**
The Licensed Psychologist(s) should provide as much background information as to his/her experiences in providing similar Psychological Evaluation Services.

NEGOTIATION PROCESS:
The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations. Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of County Law Enforcement Agencies for - Psychological Evaluation Services for All Hidalgo County Law Enforcement Personnel. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

Any Contract awarded to a successful proposer will be in effect until (*a*) the contract expires, (*b*) delivery and acceptance of products and/or performance of services ordered, or (*c*) terminated by County with thirty (*30*) days written notice prior to cancellation.

RFP SUBMITTED TO: One (1) original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, October 12, 2016.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

"Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies"
"POOL FOR LICENSED PSYCHOLOGIST(S)"
RFP NO: 16-357-10-12-HGO
RFP EVALUATION FORM

Exhibit "B"

Selection Criteria	Points	Score

1. **LICENSED PSYCHOLOGIST(S):**
The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response

30 Points _____

Comments/Rationale For Points:_____

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by "Hidalgo County Law Enforcement Agencies. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

20 Points _____

Comments/Rationale For Points:_____

3. **COST:**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

20 Points _____

Comments/Rationale For Points:_____

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**
The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar Psychological Evaluation Services.

30 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires: _____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 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
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

- Black American
- Hispanic American
- Asian Pacific American

- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: · Yes · No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: · Yes · No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: · Yes · No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ·Yes · No

If yes, by whom?: · Texas Building & Procurement Commission · Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: · Yes · No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

AI-56444 **Purchasing Department** **21. A. 2.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation by Alamo Insurance Group (Hidalgo County Health Insurance Consultant) of a scoring grid for the purpose of ranking by Commissioner's Court of the proposals received in response to the RFP for: "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss for Self-Funded medical Plan, Group Term Life and Accidental Death and Dismemberment", Project No. 2016-235-07-07-27-YZV.

1.Third Party Administration_____
a. with agents_____
b. without agents_____

2. Stop Loss Carrier_____
3. Group Term Life Carrier_____

B. Requesting authority for consultant to commence negotiations (including best and final offer) with the number one ranked participant.

C. Discussion, consideration and approval of Plan Changes.

D. Discussion, consideration and approval to set Plan Premiums

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-2201-415-00-115-010-0-350 & 520

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

BUDGETARY IMPACT:

Funds will be taken from the 2017 Adopted Budget for the Health Benefits Fund (2201), obj. 350 & 520

FISCAL YEAR: 2017 **ACCT. #:** Obj. 212 Co. Wide

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

BUDGETARY IMPACT:

Life Insurance deductions for all departments & programs countywide to be taken from the 2017 Adopted Budget - Obj. 212

Attachments

report
Acceptance-Participation
Exhibit B-Evaluation Sheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2016 04:01 PM
Ivan Cantu	Ivan Cantu	09/22/2016 03:23 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Yolanda Velasquez		Started On: 09/16/2016 03:09 PM
Final Approval Date: 09/23/2016		

Hidalgo County

Consultant Analysis

RFP #2016-235-07-27-YZV

Third Party Administration

Stop-Loss Insurance

Term Life Insurance

Gary R. Looney, REBC
3201 Cherry Ridge Drive
Suite D 405
San Antonio, Texas 78230
Phone: (210) 930-6665 Fax: (210) 930-1838

Memorandum

Date : September 19, 2016
TO : Hidalgo County Commissioner's Court
From : Gary Looney REBC
RE : Group Medical and Life Insurance Plans 2017; RFP#2016-235-07-27-YZV

Scoring and Selection

Third Party Administrator Stop Loss Carrier Prescription Benefit Manager

A Request for Proposals was issued for TPA Services, Stop Loss Insurance, Prescription Benefit Management and Group Term Life insurance due on July 27, 2016. There were over 25 stop loss proposals received. There were five (5) proposals received that included Third Party Claims Administration services integrated with Stop Loss Insurance and Prescription Benefit Management Services.

The RFP uses a point system to score the RFPs submitted. There are six (6) elements scored:

1. Administration (Including cost of Individual Stop Loss Insurance
2. Network Providers
3. Pharmacy
4. Technology
5. Wellness
6. Additional Services

The composite score of each element is compiled from the comparative analysis of each vendor's response to the RFP.

1. Administration
    a. Primary cost of Administration Fees
    b. Multiple year guaranteed administration fees
    c. Funding deposits, set up fees, initial enrollment cost
    d. Fees at risk for network discount performance guarantees
    e. Fees at risk for network participation guarantees
    f. Fees at risk for claim administration performance
    g. Individual Stop Loss (ISL) annual cost
    h. Liability for high cost employee with increased individual deductible
    i. Reduced claims cost savings due to shared network utilization
    j. Fiduciary Liability
    k. Claim Audits

ALAMO INSURANCE GROUP

2. Network Providers
    a. Hospital access local, regional, national, international
    b. Primary Care physician access
    c. Specialty Care physician access
    d. Urgent care and walk-in clinic access
    e. Centers of excellence access
    f. Transplant centers of excellence
    g. Patient advocacy programs
3. Pharmacy
    a. Pharmacy network
    b. Cost of administration
    c. Formulary comparison
    d. Discounts through retail purchase, mail order, specialty meds.
    e. Rebate contract
    f. Transparent and Traditional offers
    g. Local non chain participation with 90-day supply
    h. Integrated with claim system
    i. Reporting capability
4. Technology
    a. Website access, comprehensive and user friendly
    b. Telephone access APPS for IPhone and Android
    c. Employee portal
    d. Employer portal
    e. Access to reports
    f. Access to claim history
    g. Access to eligibility
    h. Annual reports required by County
5. Wellness
    a. Active or Passive wellness tools
    b. Cost of programs available funding
    c. Biometric Screenings integrated/nonintegrated
    d. Disease management (Cardiac, Pregnancy, Diabetic)
    e. Pro Active Preventive Care

6. Additional Services
    a. Enrollment services
    b. Policy Booklets, SBCs, SPD.s
    c. Local office, designated service representative, on site
    d. Dedicated billing administration service representative
    e. Ability to service account
    f. Financial strength
    g. Reference check
    h. AM Best ranking
    i. Industry Experience with Public Entities
    j. Annual reporting required by Affordable Care Act
    k. Bilingual capacity

The scoring grid is a summary of the points earned or lost by each RFP responder compared to each other and the requirements stipulated in the RFP.

The Scoring Grid indicates the following total points. Scoring Grid attached.

BC/BS	4253
Aetna	4660
UHC	4380
Continental	3010

While the scoring grid is a measurement tool identifying the fixed cost of the administration it is also necessary to credit or debit the discount base and claims cost. The County medical plan gross billed medical claims on an annual basis are approximately $85,000,000. A 1% variation in the discount basis for the claims administration is $850,000. For this reason the evaluation of the proposals based on guaranteed discount performance and the percentage of administration fees put at risk for meeting these limits is very important. The scoring grid takes into consideration these cost components.

There are two other concerns that have been voiced by the Commissioners and by the Budget office. One concern is the ability to conduct a contingency audit of the claims administrator to determine if the discounts being reported are accurate and that claims are being paid in accordance with a the contracts in place with hospitals, doctors, and other tertiary providers. The current Blue Cross contract does not allow a contingency audit. However, they do allow audits that are fee paid by the County. Blue Cross has offered a $30,000 credit to be used at the County's discretion including reimbursement for audit fees. The United Health Care does not allow contingency audits however; their proposal includes a credit of $50,000 for the County to use to hire an independent auditor with certain stipulations on the audit company selected. The Continental contract allows audits The Aetna proposal will allow contingency audits

There is concern by the Budget office about the method of claim payments and the financial obligations of the County to fund the payment of the claims cost as the expenses are incurred.

Currently check registers are posted by Blue Cross once a week, every two weeks the amount of the request is approved by the Court, and the payments are released to Blue Cross. There are no requirements to maintain an accessible bank account for Blue Cross to draw against for payments. Blue Cross makes a full claim payment for the payment of claims in excess of the Individual Stop Loss (ISL) insurance coverage, which is the County's deductible for large claim losses. Currently the excess claims are credited against the County's fixed administration fee within two to three weeks of the checks being issued. Proposers have offered alternative methods of funding.

United Health Care prefers to have an account that is funded in advance by the County. The County would be required to maintain a balance in the account. Initial deposit is $660,000. As checks are written and paid the account is reduced and expected to be replenished to a standard operating level for reimbursement. Checks that are cashed are paid by the account with the ISL reimbursement only charged up to the ISL limit.

Aetna has requested a claim payment reimbursement once a month with no advance funding. ISL claims in excess of the stop loss level will not be included in the monthly payment request.

Continental requirements are similar to UHC, however, ISL reimbursements are made by a third party stop loss carrier.

The Scoring Grid and the evaluation of the proposals does not provide a positive or negative score for the agent or agents selected by the insurance company. The RFP does set a limit of $80,000 to be paid to an agent of the Commissioner's Court selection. The Court may elect to include an agent or exclude an agent. If an agent is selected, he or she must also have been selected by the Insurance Company to represent their offer.

The cost spreadsheet is attached that indicates the best and final offers provided.

The result of this process indicates that the Aetna Insurance Company has provided the lowest cost alternative for Hidalgo County.

Group Term Life Scoring and Selection

The Group Term Life insurance policy was also included in the RFP process. There have been significant losses for the life insurance carrier over the past three years. The best and final rate proposal spreadsheet is attached. The Dearborn National company has offered the best option for the group term life.

Plan Design Changes

Attached is a sample of plan benefit changes that will generate a cost savings for the County. The plan changes are shown independently and may be selected individually. The plan changes shift more responsibility to an employee and his or her family for claims payments. For example, moving office visit co-pay from $40 to $45 increases the obligation for an office visit by $5. There were over 30,000 office visits during the last 12 months.

The Prescription benefits must be changed next year to include a very strident management of Specialty Medications. The change will impact 40 -50 employees or dependents. Regardless of the administrator the management of the Specialty Medications is required for Plan year 2017.

Other benefit changes are shown on the attached spreadsheet analysis. Not all changes are recommended. The highlighted changes are recommended.

Medical Plan Employee Premium Rates

The County will continue to provide the basic medical plan to all full time active employees at no cost to the employee.

The Lewis and Ellis actuarial evaluation recommends an increase in the funding for the 2017 plan year.

The actuarial evaluation also revealed that the premium differential between the Basic Plan and the Buy Up Option was not sufficient to support the plan benefit options. The Buy Up option was essentially priced too low in relationship to the benefits offered. As a result, the Buy Up Option will receive a premium percentage increase greater than the basic plan for the plan year 2017 The suggested rate changes are attached. It is expected that employees currently on the Buy Up plan may move to the Basic Plan.

Carrier Change

A carrier change is always disruptive. There are routines that have been established over the last few years with Blue Cross that have become simply that, a routine. There will be personal physicians that are not currently in the network. Aetna will attempt to identify those physicians and ask them to participate. An employee will be able to request a physician to be added to the network. There will be a disruption in the prescription drug plan. The Aetna will be blamed for the discrepancy however; the pharmacy changes were to be mandated regardless of the administrator selected. The come with a lot of questions from employees. A transition team will be active during the transition period to resolve the employee issues. It is our hope that the transition period will be short and smooth.

Thank you for your confidence in our efforts to provide the best and most affordable medical benefit plan for the Hidalgo County Employees.

Gary Looney REBC
SR VP Alamo Insurance Group

SCORING GRID

Exhibit "B"

Evaluation Criteria
Third Party Administration, Individual Stop Loss for Self-Funded Medial Plan

Scoring Grid for Hidalgo County Medical Plan

	Max Points	Blue Cross	Aetna	United Healthcare	Continental
Section 1 Administration (Includes cost of ISL)	3175	2518	2985	2625	1635
Section 2 Network Providers	100	100	90	90	90
Section 3 Pharmacy	900	850	850	850	680
Section 4 Technology	90	90	90	90	90
Section 5 Wellness	300	275	240	300	150
Section 6 Additional Services	435	420	405	425	365
	5000	4253	4660	4380	3010

File: Hidalgo County Final Scoring Grid Medical TPA

COST SPREADSHEET

Hidalgo County Self-Funded Welfare Plan Stop-Loss Proposal Comparison	Current	Renewal	Option 2	Option 3	Option 4	Option 5	Option 6
	2017	2017	2017	2017	2017	2017	2017
Insurance Carrier - Third Party Administrator	Blue Cross	Blue Cross	Blue Cross	Blue Cross	Aetna	Continental	UHC
Reinsurance Carrier	Blue Cross	Blue Cross	Partners Re	Voya	Aetna	Sirius	UHC
Setup Fee *	$ -	$ -				$ 3,500.00	
Renewal Fee	$ -	$ -					
Run-In/Run-Out: Administration Fee (TLO)	$ 154,000.00	$ 154,000.00	$ 154,000.00	$ 154,000.00	$ 154,000.00	$ 154,000.00	$ 154,000.00
Estimated run out claim liabililty Acturial IBNR Reserve Estimate	$ 1,400,000.00	$ 1,400,000.00	$ 1,400,000.00	$ 1,400,000.00	$ 1,400,000.00	$ 1,400,000.00	$ 1,400,000.00
Specific Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
** Note: These rates are not included in totals below.*							
STOP-LOSS BASIS							
Number of Employees	3783	3783	3783	3783	3783	3783	3783
Number of Spouse Only							
Number of Child(ren) only							
Number of Family Units							
Number of Dependent Units							
Specific Deductible	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000
Specific Contract	24/12	Paid/12	15/12	15/12	12/12	12/12	12/12
Specific Contract Includes	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
MONTHLY FIXED COSTS							
Specific Premium							
Employee	$ 47.58	$ 66.14	$ 42.15	$ 47.58	$ 28.41	$ 22.03	$ 44.97
Employee and Spouse							
Employee and Child(ren)							
Dependent Unit							
Family							
ADMINISTRATION (all fees are per unit, per month)							
Claims Cost Per Employee	$ 38.58	$ 37.07	$ 37.07	$ 37.07	$ 33.97	$ 16.50	$ 36.56
Claims Cost Per Dependent							
Utilization Review per EE						$ 4.72	
Employee's benefit advisor for Dr and Lab Service selection (BC-BVA)	$ 2.50	$ 2.50	$ 2.50	$ 2.50			
Claim Appeals Service Fee						$ 1.50	
PPO Network Per EE	$ -					$ 14.25	
Rx Program Fees (Describe)	$ 1.99	$ 1.99	$ 1.99	$ 1.99			
Rx Rebate guarantee	$ (15.34)	$ (18.62)	$ (18.62)	$ (18.62)	$ (17.81)	Last Quarter Only	$ (19.37)
Fiduciary Liability Fee		$ 1.00	$ 1.00	$ 1.00	included	included	included
TRANSPLANT BENEFIT							
Employee/Month	included	included	included	included	included	included	included
Dependent Unit/Month							
WELLNESS PLAN Cost Per EE/Month							
Wellness Plan Cost Per EE/Month							
Wellness Plan Cost (Credit or Debit)		Credit $30,000	Credit $30,000	Credit $30,000	Credit $115,000		credit $50,000
DISEASE MANAGEMENT *							
Banking System Notes							
Initial Deposit/Account Requirements							$ 666,000.00
Claim Remibursement Requirements							Weekly
BROKER FEE							
Fee	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ -	$ 80,000.00
TOTAL ANNUAL COSTS							
Specfic Stop Loss Premium	$ 2,159,941.68	$ 3,002,491.44	$ 1,913,441.40	$ 2,159,941.68	$ 1,289,700.36	$ 1,000,073.88	$ 2,041,458.12
Administration (Broker Fee not Included in Total)	$ 1,258,831.08	$ 1,086,780.24	$ 1,086,780.24	$ 1,086,780.24	$ 733,599.36	$ 1,678,290.12	$ 780,357.24
TOTAL ANNUAL	$ 3,418,772.76	$ 4,089,271.68	$ 3,000,221.64	$ 3,246,721.92	$ 2,023,299.72	$ 2,678,364.00	$ 2,821,815.36
TOTAL ANNUAL INCLUDING AGENT COMMISSIONS		$ 4,169,271.68	$ 3,080,221.64	$ 3,326,721.92	$ 2,103,299.72	$ 2,678,364.00	$ 2,901,815.36
Blue Cross Run Off Claims Expense					$ 154,000.00	$ 154,000.00	$ 154,000.00
Net Cost including Blue Cross Run off expense		$4,169,271.68	$3,080,221.64	$3,326,721.92	$2,177,299.72	$2,832,364.00	$2,975,815.36

GROUP TERM LIFE

Hidalgo County
Group Term Life Insurance

	Current	Renewal			
Carrier	Dearborn National	Dearborn National	CIGNA	Minnesota Life/Securian	United Healthcare
Premium Rate for Basic Life $25,000	$ 0.11	$ 0.13	$ 0.22	$ 0.14	$ 0.17
Premium Rate for AD&D $25,000	$ 0.02	$ 0.02	not included	$ 0.02	$ 0.02
Volume	$ 95,175,000.00	$ 95,175,000.00	$ 95,175,000.00	$ 95,175,000.00	$ 95,175,000.00
Total Annual Premium	$ 142,762.50	$ 165,604.50	$ 251,262.00	$ 182,736.00	$ 216,999.00

PLAN DESIGN CHANGES

HIDALGO COUNTY

Plan Design Changes

Basic Plan	Current	Plan Change Options		Percent of Claim Cost Savings	Estimated Cost Savings
Annual Deductible	$ 1,250	$ 1,500		0.0100	$ 169,763
Maximum Out of Pocket	$ 7,500	$ 7,500		0.0000	$ -
Co-Insurance Percentage	70%	70%		0.0000	$ -
Office Visit Co-Pay Primary Care Physician	$ 35.00	$ 40.00		0.0080	$ 135,811
Office Visit Co-Pay Speciality Care	$ 45.00	$ 55.00		0.0030	$ 50,929
Urgent Care Facility	$ 35.00	$ 40.00		0.0005	$ 8,488
Emergency Room Co-Pay	$ 50.00	$ 350.00		0.0030	$ 50,929
Hospital Per Admission Deductible	$ 350.00	$ 350.00		0.0000	$ -
Rx Co-Pays	$10/$20/$35	$5/$30/$70		0.0030	$ 50,929
Step Therapy	Yes	Yes		0.0000	$ -
Specialty Rx		Mandatory		0.0060	$ 101,858
Pre Authorization	Yes	Yes			$ -
					$ 568,707

Employee Contribution	$ -	$ -			
Dependent Contribution Increase					$ -

High Plan	Current	Plan Change Options		Percent of Claim Cost Savings	Estimated Cost Savings
Annual Deductible	$ 750	$ 1,000		0.0080	$ 107,596
Maximum Out of Pocket	$ 5,000	$ 6,000		0.0030	$ 40,348
Co-Insurance Percentage	80%	80%		0.0000	$ -
Office Visit Co-Pay Primary Care Physician	$ 30.00	$ 35.00		0.0015	$ 20,174.22
Office Visit Co-Pay Speciality Care	$ 40.00	$ 50.00		0.0020	$ 26,899
Urgent Care Facility	$ 30.00	$ 35.00		0.0005	$ 6,725
Emergency Room Co-Pay	$ 50.00	$ 250.00		0.0020	$ 26,899
Hospital Per Admission Deductible	$ 350.00	$ 350.00		0.0000	$ -
Rx Co-Pays	$10/$20/$35	$5/$30/$70		0.0030	$ 40,348
Step Therapy	Yes	Yes			$ -
Specialty Rx		Mandatory		0.0060	$ 80,697
Pre Authorization	Yes	Yes			$ -
					$ 349,686

Employee Contribution Increae	$ -	$ -			
Dependent Contribution Increase					
Total Savings with EE contribution Increases					?

PCP (Primary Care Physician) General Practice, Family Practice, OB-GYN, Pediatrician, Internal Medicine

Filename: Hidalgo County Change Claim Analysis

September 16, 2016

MEDICAL RATE CHANGES

HIDALGO COUNTY

Department Of Budget & Management

2017 Budget Process

Proposed Health Insurance Premiums

As of September 6, 2016

BASIC	Current Monthly Premium	Proposed Monthly Premium	Employee Portion	Employee Portion Increase	Increase Per Pay Period
Employee Only	$514.00	**$525.00**	$0.00	$0.00	$0.00
Employee + Spouse	$756.00	**$909.00**	$384.00	$142.00	$71.00
Employee + Child(ren)	$620.00	**$633.00**	$108.00	$2.00	$1.00
Employee + Family	$862.00	**$1,018.00**	$493.00	$145.00	$72.50

BUY-UP	Current Monthly Premium	Proposed Monthly Premium	Employee Portion	Employee Portion Increase	Increase Per Pay Period
Employee Only	$582.00	**$686.00**	$161.00	$93.00	$46.50
Employee + Spouse	$894.00	**$1,232.00**	$707.00	$327.00	$163.50
Employee + Child(ren)	$722.00	**$852.00**	$327.00	$119.00	$59.50
Employee + Family	$1,078.00	**$1,449.00**	$924.00	$360.00	$180.00

RETIREE 65+	Current Monthly Premium	Proposed Monthly Premium	Employee Portion	Employee Portion Increase	Increase Per Pay Period
Employee Only	$260.00	**$265.00**	$265.00	$5.00	n/a
Employee + Spouse	$502.00	**$650.00**	$650.00	$148.00	n/a
Employee + Child(ren)	$368.00	**$376.00**	$376.00	$8.00	n/a
Employee + Family	$608.00	**$758.00**	$758.00	$150.00	n/a

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY /HIDALGO COUNTY DRAINAGE DISTRICT #1

PROPOSAL ACCEPTANCE DATE: JULY 27, 2016	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL: "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

PROPOSAL NO: 2016-235-07-27-YZV	**BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#1	Baker's Benefits Administrators	√	√
#2	Robert Ramirez-Broker Puro Aseguro	√	√
#3	Aetna Life Ins. Co.	√	√
#4	United Health Service, Inc	√	√
#5	Gallagher Benefits Service	√	√
#6	Maxo Plus	√	√
#7	Exceptional Sources	√	√
#8	Blue Cross Blue Shields	√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCD SHEET

DEPARTMENT NAME: HIDALGO COUNTY - HIDALGO COUNTY DRAINAGE DISTRICT #1

PROPOSAL ACCEPTANCE DATE: JULY 27, 2016 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL: "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment**"**

PROPOSAL NO: 2016-235-07-27-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#9	Dearborn National	√	√
#10	Continental Benefits	√	√
#11	Cigna	√	√
#12	Emily Rogers	√	√
#13	Jeff Everretts & Associates	√	√
#14	Voya Financial	√	√
#15			
#16			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

RFI-RFB-RFP-RFQ

RFP ACCEPTANCE DATE: JULY 27, 2016 **RFP ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION – "THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"
RFP NO: .2016-235-07-27-YZV

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP E-MAIL ADDRESS PHONE & FAX NO.s
Tamez Financial Group, LLC Carlos Tamez	Email	tamezfinancialgr@rgv.r.com YZV	06/27/16	1022 S. Texas Blvd. Weslaco, TX 785963 Tel: 956-973-1904
Jaramillo Insurance Services Jessica A. Garza	Email	Jessica.pjinsurance@outlook.com YZV	06/27/16	315 N. Shary Road Mission, TX 78572 Tel: 956-580-1066
ALEXIA Financial Services Alex Zuniga	Email	Alexiafinancial@sbcglobal.net YZV	06/27/16	206Remington AVE Edinburg, TX 78539 Tel: 956-381-5800
Lonestar Insurance Ruben Garza	Email	Garza@lonstar-ins.com YZV	06/27/16	520 E. Nolana Ave ste 110 McAllen, TX 78504
BCBS Tita Uriegas	Email	uriegas@bcbstx.com YZV	06/27/16	
Allegian Health Plan Pamela Kean	Email	Pamela.kean@allegianhealthplans.com YZV	06/27/16	2005 Ed Carey Drive Harlingen, TX 78550 Tel: 389-2241
United Healthcare John Bock	Email	John_bock@uhc.com YZV	06/27/16	6200 Northwest Parkway San Antonio, TX 78249 Tel: 210-478-4966
Bob Trevino Insurance Omar Cassasco	IP	Ocarrasco03@aol.com Eramirez0406@aol.com YZV	06/27/16	819 N. Veterans Pharr, TX 78577 Tel: 956-781-7771
RJG Retirement Services Natalie Suarez	IP	Natalie.suarez@rjgrs.com YZV	06/28/16	1524 S 7th Street, Edinburg, TX 78539 Tel: 956-380-6475
Onvia Jacqueline Sessa	Email	jsessa@onvia.com YZV	06/28/16	509 Olive Way Seattle, WA 98101 Tel: 206-373-9150
Texas Insurance Service Center Rebecca Silva	Email	becky@txisc.com YZV	06/28/16	521 S. 77 Sunshine Strip Harlingen, TX 78550 Tel; 1-800-750-0490
Shay Enterprise Tamara Shay	Email	tshayenterprise@gmail.com YZV	06/29/16	1789 Tavern Ln Tacoma, WA 98402 Tel: 46-844-7760Onvi
Prime Vendor Inc. Allison Jeffords	Email	Bids19@prime-vendor.com YZV	06/29/16	4622 Cedar Avenue Wilmington NC 28403 800-746-9554

***VIA:**
IN PERSON (IP) **TELEPHONE REQUEST (TR)**
BIDDER LIST MAIL OUT (BLM) **E-MAIL (EM)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
RFI-RFB-RFP-RFQ

RFP ACCEPTANCE DATE: JULY 27, 2016 **RFP ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION – "THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELFFUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT" **RFP NO:** .2016-235-07-27-YZV

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP E-MAIL ADDRESS PHONE & FAX NO.s
Frates Benefit Administrators Victor Wargin	Email	vwargin@clfrates.com YZV	06/29/16	13439 Broadway Ext Ste 110 Okc, OK 73114 Tel: 800-850-7166
JT Worthy Consultants Kevin B. Vitale	Email	kvitale@jtworthy.com YZV	06/29/16	Tel: 850-201-7148 877-444-8227
Vantage Benefits Mark Robertson Jr.	Email	mrobertson@vantagebenefits.com YZV	06/30/16	Tel: 972-354-5257
Voya Financial Pierre NewKirk	IP/Email	Pierre.newkirk@voyafa.com YZV	07/05/16	3101 North Jackson Rd McAllen, TX 78501
Gallagher Benefit Services Sarah Barton	Email	Sarah_barton@ajg.com YZV	07/07/16	601 NW Loop 410 Ste 325 San Antonio, TX 78216 Tel: 210-828-2223
Continental Benefits Jeanette Earley	Email	jearley@continentalbenefits.com YZV	07/08/16	422 South Kings Avenue Brandon, FL 33511 Tel: 813-867-5290
Tender Authority 400 RAkhi Patil Tel: 91-22-28555551	Email	Tenderauthority400@gmail.com YZV	07/08/16	201 Eden Rose Shopping Centre, Beverly Park Kanakia RD Thane, India 401107
Combined Insurance Marisol Peña	IP	Marisor.pena@combined.com YZV	07/11/16	1109 W. Nolana Ave, Ste 305 McAllen, TX 78501
New York Life Mark Howard	Email	mnhoward@ft.newyorklife.com YZV	07/11/16	12201 Merit Dr, Ste 1000 Dallas, TX 75251 Tel:972-774-2022
Puro Aseguro Melba Figueroa	IP	rr@puroaseguro.com YZV	07/13/16	514 Veterans Blvd. Pharr, TX 78577 Tel: 956-328-9075

***VIA:**
IN PERSON (IP) **TELEPHONE REQUEST (TR)**

Exhibit "B"

EVALUATION CRITERIA

Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan Group Term Life and Accidental Death & Dismemberment

Scorring Grid for Hidalgo County Medical Plan Bid #	Max Points	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 4	VENDOR 5
Section 1 Administration (Includes cost of ISL)	**3175**					
Section 2 Network Providers	**100**					
Section 3 Pharmacy	**900**					
Section 4 Technology	**90**					
Section 5 Wellness	**300**					
Section 6 Additional Services	**435**					
Total Points	**5000**					

AI-56545 **Purchasing Department** **21. B. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of a Professional Services Agreement #C-16-331-09-27 with **Aranda & Associates, Inc**.for the purposes of "professional engineering services" for: **[FEMA Projects]**: Site 2-Lott Street, Site 11-Las Nubes Street, Site 12-Old River Road & Site 17-Marlen Street] - located within Hidalgo County Precinct No. 1, subject to compliance with HB1295 [if and when applicable]

b. Acceptance and approval of **Work Authorization No. 1** (with an estimated cost of **$ 52,310.05)** as submitted by project engineer, **Aranda & Associates, Inc.**for **[FEMA Projects]** as set forth below, in connection to agreement # C-16-331-09-27:

- Site 2-Lott Road-from (Ivey Road, North 2,636)
- Site 11-Las Nubes-from (Hackberry Street, North 407 Feet)
- Site 12-Old River Road-from (Soderquist Road, East 3,084 LF)
- Site 17-Marlen Street-from (Geronimo Street, East 1,084 LF)

c. Acceptance and approval of a Professional Services Agreement #C-16-351-09-27 with **LeFevre Engineering & Management, Consulting, LLC** for the purposes of "professional engineering services" for: **[FEMA Projects]:** Site 6-Mile 13.5 between (4 West and FM 88, Weslaco, Texas), Site 7-Mile 11 from (Lat. 26.21414, Long-97.96007 to Lat. 26.21376 to Long-97.96796, Mercedes, Texas) & Site 9-Yvette Circle between (FM 1015 and Mile 12.5, Weslaco, Texas) - located within Hidalgo County Precinct No. 1, subject to compliance with HB1295 [if and when applicable]

d. Acceptance and approval of **Work Authorization Nos**. **1, 2** & **3 (**with estimated costs **($19,622.00), ($ 18,224.00) ($13,780.00**) as submitted by project engineer, **LeFevre Engineering & Management, Consulting, LLC** for **[FEMA Projects**] as set forth below, in connection to agreement # C-16-351-09-27:

- Site 6-Mile 13.5-between 4 West and FM 88, Weslaco, Texas

- Site 7-Mile 11-from Lat. 26.21414, Long-97.96007 to Lat. 26.21376 to Long-97.96796 in Mercedes, Texas
- Site 9-Yvette Circle-between FM 1015 and Mile 12.5, Weslaco, Texas

BACKGROUND

CC 07/19/16 AI-55397 – approval to accept PWs
PA-06-TX-4245-PW-00090(0) – Lott Road
PA-06-TX-4245-PW-00150(0) – Las Nubes, Old River Road, and Marlen Street
CC 07/26/16 AI-55557

Note: PA-06-TX-4245-PW-00090(0) & PA-06-TX-4245-PW-00150(0) Period of Performance: 11/25/15 –05/25/17
C-16-331-09-27 & C-16-351-09-27 – Contract Term 09/27/16 – 09/26/17

Contracts-Aranda Assoc Inc. & LeFevre
WAs-Aranda Assoc Inc & LeFevre
Legals approval
HB1295

Fiscal Impact

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

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

BUDGETARY IMPACT:

B.
6-1280-431-00-121-814-5-721 Lott Road
6-1280-431-00-121-821-5-721 Las Nubes
6-1280-431-00-121-822-5-721 Old River Rd
6-1280-431-00-121-827-5-721 Marlen Street

C.
6-1280-431-00-121-817-5-721 Mile 13 1/2 Rd
6-1280-431-00-121-818-5-721 Mile 11
6-1280-431-00-121-819-5-721 Yvette Circle

Attachments

Contract-Aranda & Assoc Inc-Pct 1 (FEMA)
WA1-Aranda & Assoc Inc-Pct 1 (FEMA)
Legal-approved-Aranda & Assoc
contract - LeFevre (FEMA) Pct 1

WA1-LeFevre-Pct 1
WA2-LeFevre-Pct 1
WA3-LeFevre-Pct 1
legals approval-LeFevre
reg
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 05:22 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Letty Saenz		Started On: 09/22/2016 03:17 PM
Final Approval Date: 09/23/2016		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-16-331-09-27

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **ARANDA & ASSOCIATES, INC.** Professional Engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the projects specific **Road and Drainage Improvements to various roads as identified herein for (FEMA DR 4245) Projects: Site No. 2 (Lott Street), Site No. 11 (Las Nubes Street), Site No. 12 (Old River Road) &, Site No. 17 (Marlen Street)** located within **Hidalgo County Precinct No. 1** hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ), and

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be provided by the Owner***, attached hereto and made a part of this Agreement.

2.2 Engineer's Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto and made part of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement is for a period of **one (1) year,** commencing, **September 27, 2016,** expiring, **September 26, 2017** or (*upon completion of the scope of the work/projects)* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Terminaion Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such

information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the

maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1**"-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 **Requests for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in

sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article

6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***,

attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or

character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage

of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment.

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-

free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products,

compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the

Engineer hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent

engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer**

must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use

and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*,

in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or

violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**Aranda & Associates, Inc.**
Attn: County Judge	Attn: James Aranda, R.P.L.S.
100 E. Cano, 2nd Floor	1552 Dove Avenue,
Edinburg, Texas 78539	McAllen, Texas 78504

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. 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.

ARTICLE 32. Immunities. Nothing in this agreement is intended to and Owner does not hereby waive, release or relinquish any right to assert any of the defenses Owner enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Owner as to any claim or action of any person, entity, or individual against Owner.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____.

ENGINEER:
ARANDA & ASSOCIATES, INC.

By:_____
James Aranda, R.P.L.S.

OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2016.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain

ATTACHMENTS:

LOCATION MAP
EXHIBIT A-1 -RFQ Procurement Packet
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D-1 -Estimated Project Fee Schedule
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

February 01, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-002-02-17-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

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HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-002-02-17-YZV

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D1, CIQ Conflict of Interest Questionnaire	3
8.	Exhibit D2, CIS-Conflict Disclosure Statement	3
9.	Exhibit E, Proposer's Affidavit	1
10	Vendor/Bidder Application and W-9 form	6
11.	Certification Regarding Debarment	1
12.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 01, 2016
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2016-002-02-17-YZV

Acceptance Due Date: FEBRUARY 17, 2016

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, three (3) copies of all qualifications and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, *RFQ No.: 2016-002-02-17-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)* PROFESSIONAL ENGINEERING SERVICES POOL", and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 17, 2016.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	FEBRUARY 17, 2016
Award of Contract	MARCH 16, 2016
Commence Work or Deliver Products	_____, 2016

16. HIDALGO COUNTY HOLIDAYS

2016 YEAR	
New Year's Day	01/01/2016
Martin Luther King Day	01/18/2016
President's Day	02/15/2016
Good Friday	03/25/2016
Memorial Day	05/30/2016
Independence Day	07/04/2016
Labor Day	09/05/2016
Columbus Day	10/10/2016
Veteran's Day	11/11/2016
Thanksgiving Day	11/24/2016 & 11/25/2016
Christmas Day	12/23/2016 &12/26/2016
New Year's Eve	12/30/2016

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award.

Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

28. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2016 and ending March 15, 2017**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, FEBRUARY 17, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit,

(2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, February 10, 2016** at 5:00 p.m. Responses will be sent to all applicants by **Friday, February 12, 2016 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   - Response is Clear;
   - Response is Well Organized;
   - Easy to Evaluate;
   - Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 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	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL _____
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL _____
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Firm/Participant's Name:_____

Evaluator: _____Department: _____

Project Name:_____Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2016-002-02-17-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ ☐ OCCUR CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____ , to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): “Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2016-002-02-17-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D-1" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "D-2"-CIS Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 3 Copies, and 8 CD's containing a complete copy of Response.

EXHIBIT A
-SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the Owner in the development of 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

Generalized Services to be provided by the Engineer

A. BASIC ENGINEERING SERVICES

ROADWAY DESIGN CONTROLS

1) Develop Typical Sections- No pavement design will be completed as part of the scope of work. Pavement section will be based on directive from Hidalgo County Pct. No. 1
2) Prepare plan and profile sheets as required for the reconstruction.
3) Develop plan and profiles for inclusion in sheets.
4) Detuning roadway quantities and prepare quantity summary sheet.

MISCELLANEOUS (ROADWAY)

1) Develop Miscellaneous Roadway Details.
2) Prepare Title Sheet and Index sheets.
3) Calculate project quantities and prepare quantity summary sheet.
4) Prepare general notes.
5) Prepare list of Standard Drawing to be included in the plans.
6) Upon completion of the review of the final plans by Hidalgo County Precinct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17") drawings which shall include all applicable standards. The Engineer may sign/seal plans manually or include an electronic signature/seal.
7) Coordinate with Pct. 1 and other agencies as necessary.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

1) Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary.

CONSTRUCTION SUPPORT

1) Prepare Bid Documents
2) Attend and Coordinate Pre-bid Conference
3) Evaluate Bids
4) Make Award Recommendation
5) Assist County with preparation of Contract Documents
6) Attend Pre-Construction Conference upon request by County
7) Respond to Request for Information (RFI) from Contractor
8) Review Pay Requests
9) Preparation of Change Orders
10) Final Site Visit
11) Record Drawings

B. FIELD DESIGN SURVEY SERVICES

FIELD SURVEYING

1) Topographic survey of entire project length including:
   a) Topography of existing roadway and ditch within existing apparent ROW.
   b) Topography shall include any existing drainage crossings.
   c) Include flow lines, size and direction of drainage channels/structures
   d) Include utilities
   e) Perform one-call (Dig Tess) and identify and locate utilities (within Limits of R.O.W) as flagged/marked by utility companies
   f) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
   g) Establish x,y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
   h) Establish 2 benchmarks for project control.

C. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

GEOTECHNICAL SERVICES

1) Pavement section design or testing prior to PS&E development
   a) Material testing during construction

EXHIBIT C
-WORK SCHEDULE

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provided by Aranda & Associates, Inc. in the development of the Project.

PRELIMINARY DESIGN SERVICES:	9/27/2016 - 10/15/2016
FINAL DESIGN SERVICES:	10/16/2016 - 11/4/2016
BID AWARD:	11/8/2016 - 11/29/2016
CONSTRUCTION:	12/13/2016 - 3/31/2016

EXHIBIT D

-ENGINEER'S CONTRACT RATES

Principle	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$ 75.00
Design Engineer/Graduate Engineer	$ 70.00
CADD Manager/Tech III	$ 55.00
GIS Tech/CADD Tech II	$ 50.00
CADD Tech I	$ 40.00
Resident Project Representative	$ 50.00
Clerical	$ 25.00
GPS Crew	$125.00
2-Man Survey Crew	$ 80.00
Party Chief	$ 40.00

EXHIBIT D-1

-ESTIMATED PROJECT FEE SCHEDULE

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an overall outline of Las Nubes St., Lott St., Marlen St., and Old River with the anticipated fee schedule that will be followed as our services are completed. The man-hour breakdown is provided per site location completed in accordance to FEMA application scope of work approval.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 52,310.05**
	Preliminary Design Services	$15,693.02
	Final Design Services	$31,386.03
	At Contract Award	$5,231.00

Total Lump Sum Amount - $52,310.05

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

LAS NUBES STREET

FROM HACKBERRY STREET NORTH 407 FEET

FEE INCREASE JUSTIFICATION (CHECK BOX)

- ☐ **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
- ☐ **New Location Added -** xyz is added as a new improvement location
- ☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
- ☐ **Acquisition Services Added:**
- ☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	407	407	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$3,341.74	$3,341.74	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope													0
Internal Review						1.0							1
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing							1.0						1
QUALITY CONTROL													
QA/QC Reviews 30% Submittal						0.5							0.5
QA/QC Reviews 60% Submittal						0.5							0.5
QA/QC Reviews 100% Submittal						1.0							1
Milestone Review Meetings with PMC (30%, 60%, Final)													0
ENGINEERING DESIGN													
Data Collection / Field Survey													0
Process Field Data								1.0	3.0				4
Review of geotechnical report													0
Develop Project Plans 30%								1.0	3.0				4
Develop Project Plans 60%								1.0	5.0				6
Develop Project Plans 100%						1.0		1.0	5.0				7
Address Review Comments							0.5		1.0				1.5
Assemble Front End						0.5	0.5					4.2696	5.2696
Develop and Assemble Techincal Specifications						0.5	0.5						1
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions							1.0						1
Prepare and Issue Addenda							1.0						1
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							1.0						1
Pre-Construction Conference							1.0						1
Periodic Site Observations							1.0						1
Contractor Submittal Reviews							2.0						2
Contractor Pay Request Reviews							1.0						1
PROJECT CLOSE-OUT SERVICES													
Construction Closeout							2.0						2
Submit As-Built Plans						1.0	2.0		8.0				11
SUBTOTAL		0	0	0	0	6	14.5	4	25	0	0	4.2696	53.7696
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ -	$ -	$ -	$ 750.00	$ 1,015.00	$ 220.00	$ 1,250.00	$ -	$ -	$ 106.74	$ 3,341.74
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ -	$ -	$ -	$ 750.00	$ 1,015.00	$ 220.00	$ 1,250.00	$ -	$ -	$ 106.74	$ 3,341.74

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

LOTT STREET

FROM IVEY ROAD NORTH 2,636 LF

FEE INCREASE JUSTIFICATION (CHECK BOX)

- ☐ **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
- ☐ **New Location Added -** xyz is added as a new improvement location
- ☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
- ☐ **Acquisition Services Added:**
- ☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	2636	2636	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$22,850.20	$22,850.20	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope													0
Internal Review						1							1
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing							4						4
QUALITY CONTROL													
QA/QC Reviews 30% Submittal						4							4
QA/QC Reviews 60% Submittal						4							4
QA/QC Reviews 100% Submittal						4							4
Milestone Review Meetings with PMC (30%, 60%, Final)													0
ENGINEERING DESIGN													
Data Collection / Field Survey							4	7	30				41
Process Field Data								8	20				28
Review of geotechnical report													0
Develop Project Plans 30%							4	8	25				37
Develop Project Plans 60%						4	4	8	30				46
Develop Project Plans 100%						1	6	8	20				35
Address Review Comments							8		8				16
Assemble Front End						1	8					3.808	12.808
Develop and Assemble Techincal Specifications						1	8						9
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions							1						1
Prepare and Issue Addenda							1						1
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							4						4
Pre-Construction Conference							4						4
Periodic Site Observations							16						16
Contractor Submittal Reviews							16						16
Contractor Pay Request Reviews							16						16
PROJECT CLOSE-OUT SERVICES													
Construction Closeout							16						16
Submit As-Built Plans						4	8		40				52
SUBTOTAL		0	0	0	0	24	128	39	173	0	0	3.808	367.808
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ -	$ -	$ -	$ 3,000.00	$ 8,960.00	$ 2,145.00	$ 8,650.00	$ -	$ -	$ 95.20	$ 22,850.20
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ -	$ -	$ -	$ 3,000.00	$ 8,960.00	$ 2,145.00	$ 8,650.00	$ -	$ -	$ 95.20	$ 22,850.20

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

MARLEN STREET

FROM GERONIMO STREET EAST 1,084 LF

FEE INCREASE JUSTIFICATION (CHECK BOX)

- ☐ **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
- ☐ **New Location Added -** xyz is added as a new improvement location
- ☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
- ☐ **Acquisition Services Added:**
- ☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	1084	1084	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$7,081.19	$7,081.19	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope													0
Internal Review						1							1
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing							2						2
QUALITY CONTROL													
QA/QC Reviews 30% Submittal						2							2
QA/QC Reviews 60% Submittal						2							2
QA/QC Reviews 100% Submittal						2							2
Milestone Review Meetings with PMC (30%, 60%, Final)													0
ENGINEERING DESIGN													
Data Collection / Field Survey							2		4				6
Process Field Data								0.5	6				6.5
Review of geotechnical report													0
Develop Project Plans 30%							1	1	4				6
Develop Project Plans 60%						2	1	1	6				10
Develop Project Plans 100%						1	1	1	6				9
Address Review Comments							1		8				9
Assemble Front End						1	2					0.9476	3.9476
Develop and Assemble Techincal Specifications						1	2						3
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions							1						1
Prepare and Issue Addenda							1						1
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							1						1
Pre-Construction Conference							2						2
Periodic Site Observations							2						2
Contractor Submittal Reviews							2						2
Contractor Pay Request Reviews							4						4
PROJECT CLOSE-OUT SERVICES													
Construction Closeout							4						4
Submit As-Built Plans						4	1	3	18				26
SUBTOTAL		0	0	0	0	16	30	6.5	52	0	0	0.9476	105.4476
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ -	$ -	$ -	$ 2,000.00	$ 2,100.00	$ 357.50	$ 2,600.00	$ -	$ -	$ 23.69	$ 7,081.19
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ -	$ -	$ -	$ 2,000.00	$ 2,100.00	$ 357.50	$ 2,600.00	$ -	$ -	$ 23.69	$ 7,081.19

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

OLD RIVER ROAD

FROM SODERQUIST ROAD EAST 3,084 LF

FEE INCREASE JUSTIFICATION (CHECK BOX)
☐ **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
☐ **New Location Added -** xyz is added as a new improvement location
☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
☐ **Acquisition Services Added:**
☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	3084	3084	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$19,036.92	$19,036.92	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope													0
Internal Review						3							3
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing						1	4						5
QUALITY CONTROL													
QA/QC Reviews 30% Submittal						3							3
QA/QC Reviews 60% Submittal						3							3
QA/QC Reviews 100% Submittal						3							3
Milestone Review Meetings with PMC (30%, 60%, Final)													0
ENGINEERING DESIGN													
Data Collection / Field Survey							2	6	10				18
Process Field Data								6	20				26
Review of geotechnical report													0
Develop Project Plans 30%							1	8	20				29
Develop Project Plans 60%						4	2	8	50				64
Develop Project Plans 100%						1	2	8	25				36
Address Review Comments							4	4	15				23
Assemble Front End						1	2					2.6768	5.6768
Develop and Assemble Techincal Specifications						1	2						3
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions							4						4
Prepare and Issue Addenda							4						4
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							2						2
Pre-Construction Conference							4						4
Periodic Site Observations							8						8
Contractor Submittal Reviews							8						8
Contractor Pay Request Reviews							8						8
PROJECT CLOSE-OUT SERVICES													
Construction Closeout							4						4
Submit As-Built Plans						4	4	4	40				52
SUBTOTAL		**0**	**0**	**0**	**0**	**24**	**65**	**44**	**180**	**0**	**0**	**2.6768**	**315.6768**
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ -	$ -	$ -	$ 3,000.00	$ 4,550.00	$ 2,420.00	$ 9,000.00	$ -	$ -	$ 66.92	$ 19,036.92
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		**0**	**$ -**	**$ -**	**$ -**	**$ 3,000.00**	**$ 4,550.00**	**$ 2,420.00**	**$ 9,000.00**	**$ -**	**$ -**	**$ 66.92**	**$ 19,036.92**

EXHIBIT E
-WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-16-256-09-27

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Precinct No.1, as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

By: _____
Hon. A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (cc approval date)_____ as indicated below and effective as of _____ day of _____, 201____.

THE ENGINEER:
ARANDA & ASSOCIATES, INC.

_____
By: Jessie Salinas, Chief Executive Officer

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT F
-SUPPLEMENTAL AGREEMENT FORM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-CERTIFICATE OF INSURANCE (HIDALGO COUNTY)

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2016

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Extension 6321 PHONE (A/C, No, Ext): 512-330-9836 FAX (A/C, No): 512-330-9856 E-MAIL ADDRESS: austincerts@anco.com
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Lloyds Ins. Co. — 41262 INSURER B : Travelers Indemnity Co of Amer — 25666 INSURER C : The Charter Oak Fire Ins. Co. — 25615 INSURER D : Continental Casualty Co. — 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PACP6199P931COF	02/11/2016	02/11/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA6234P556GRP	02/11/2016	02/11/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2016	02/11/2017	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB3408T860	02/11/2016	02/11/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Errors & Omissions			LSH591889839	06/13/2016	06/13/2017	Per Claim Aggregate		1,000,000 1,000,000

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

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER HIDAED2

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick C. Hall

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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:
2016-114078

Date Filed:
09/20/2016

Date Acknowledged:

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

Aranda and Associates, 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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-331-09-27
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

James Aranda
Signature of authorized agent of contracting business entity

ELIZABETH GARZA NOTARY PUBLIC STATE OF TEXAS NOTARY ID# 287234-1 EXPIRES 1/17/2020

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James Aranda, this the 20th day of September, 20 16, to certify which, witness my hand and seal of office.

Elizabeth G
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:
2016-114078

Date Filed:
09/20/2016

Date Acknowledged:
09/20/2016

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

Aranda and Associates, 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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-331-09-27
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

EXHIBIT E
-WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-16-331-09-27

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, **Aranda & Associates, Inc.** professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide: **surveying plans, specifications, construction phase engineering & construction inspection for the Federal Emergency Management Agency Roadway Reconstruction Project (FEMA DR 4245) – Las Nubes Street, Old River Road, Marlen Street and Lott Street for Hidalgo County Precinct No. 1.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 52,310.05**. 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 **7** 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,** as to content and detail of this **Work Authorization No. _1_.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

By: _____
A.C. Cuellar, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____day of _____ _____.

THE ENGINEER:
ARANDA & ASSOCIATES, INC.

By:_____
James Aranda, R.P.L.S.
Jorge A Gonzalez, P.E., S.I.T., C.F.M.

THE OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF EXHIBITS

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Estimated Man-hour Breakdown

EXHIBIT A
-SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the Owner in the development of 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"

Generalized Services to be provided by the Engineer

A. BASIC ENGINEERING SERVICES

ROADWAY DESIGN CONTROLS

1) Develop Typical Sections- No pavement design will be completed as part of the scope of work. Pavement section will be based on directive from Hidalgo County Pct. No. 1
2) Prepare plan and profile sheets as required for the reconstruction.
3) Develop plan and profiles for inclusion in sheets.
4) Detuning roadway quantities and prepare quantity summary sheet.

MISCELLANEOUS (ROADWAY)

1) Develop Miscellaneous Roadway Details.
2) Prepare Title Sheet and Index sheets.
3) Calculate project quantities and prepare quantity summary sheet.
4) Prepare general notes.
5) Prepare list of Standard Drawing to be included in the plans.
6) Upon completion of the review of the final plans by Hidalgo County Precinct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17") drawings which shall include all applicable standards. The Engineer may sign/seal plans manually or include an electronic signature/seal.
7) Coordinate with Pct. 1 and other agencies as necessary.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

1) Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary.

CONSTRUCTION SUPPORT

1) Prepare Bid Documents
2) Attend and Coordinate Pre-bid Conference
3) Evaluate Bids
4) Make Award Recommendation
5) Assist County with preparation of Contract Documents
6) Attend Pre-Construction Conference upon request by County
7) Respond to Request for Information (RFI) from Contractor
8) Review Pay Requests
9) Preparation of Change Orders
10) Final Site Visit
11) Record Drawings

B. FIELD DESIGN SURVEY SERVICES

FIELD SURVEYING

1) Topographic survey of entire project length including:
   a) Topography of existing roadway and ditch within existing apparent ROW.
   b) Topography shall include any existing drainage crossings.
   c) Include flow lines, size and direction of drainage channels/structures
   d) Include utilities
   e) Perform one-call (Dig Tess) and identify and locate utilities (within Limits of R.O.W) as flagged/marked by utility companies
   f) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
   g) Establish x,y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
   h) Establish 2 benchmarks for project control.

C. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

GEOTECHNICAL SERVICES

1) Pavement section design or testing prior to PS&E development
   a) Material testing during construction

EXHIBIT C
-WORK SCHEDULE

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provided by Aranda & Associates, Inc. in the development of the Project.

PRELIMINARY DESIGN SERVICES:	9/27/2016 - 10/15/2016
FINAL DESIGN SERVICES:	10/16/2016 - 11/4/2016
BID AWARD:	11/8/2016 - 11/29/2016
CONSTRUCTION:	12/13/2016 - 3/31/2016

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an overall outline of Las Nubes St., Lott St., Marlen St., and Old River with the anticipated fee schedule that will be followed as our services are completed. The man-hour breakdown is provided per site location completed in accordance to FEMA application scope of work approval.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 52,310.05**
	Preliminary Design Services	$15,693.02
	Final Design Services	$31,386.03
	At Contract Award	$5,231.00

Total Lump Sum Amount - $52,310.05

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN
LAS NUBES STREET
FROM HACKBERRY STREET NORTH 407 FEET

FEE INCREASE JUSTIFICATION (CHECK BOX)
☐ **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
☐ **New Location Added -** xyz is added as a new improvement location
☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
☐ **Acquisition Services Added:**
☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	407	407	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$3,341.74	$3,341.74	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope													0
Internal Review						1.0							1
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing							1.0						1
QUALITY CONTROL													
QA/QC Reviews 30% Submittal						0.5							0.5
QA/QC Reviews 60% Submittal						0.5							0.5
QA/QC Reviews 100% Submittal						1.0							1
Milestone Review Meetings with PMC (30%, 60%, Final)													0
ENGINEERING DESIGN													
Data Collection / Field Survey													0
Process Field Data								1.0	3.0				4
Review of geotechnical report													0
Develop Project Plans 30%								1.0	3.0				4
Develop Project Plans 60%								1.0	5.0				6
Develop Project Plans 100%						1.0		1.0	5.0				7
Address Review Comments							0.5		1.0				1.5
Assemble Front End						0.5	0.5					4.2696	5.2696
Develop and Assemble Techincal Specifications						0.5	0.5						1
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions							1.0						1
Prepare and Issue Addenda							1.0						1
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							1.0						1
Pre-Construction Conference							1.0						1
Periodic Site Observations							1.0						1
Contractor Submittal Reviews							2.0						2
Contractor Pay Request Reviews							1.0						1
PROJECT CLOSE-OUT SERVICES													
Construction Closeout							2.0						2
Submit As-Built Plans						1.0	2.0		8.0				11
SUBTOTAL		**0**	**0**	**0**	**0**	**6**	**14.5**	**4**	**25**	**0**	**0**	**4.2696**	**53.7696**
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ -	$ -	$ -	$ 750.00	$ 1,015.00	$ 220.00	$ 1,250.00	$ -	$ -	$ 106.74	$ 3,341.74
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		**0**	**$ -**	**$ -**	**$ -**	**$ 750.00**	**$ 1,015.00**	**$ 220.00**	**$ 1,250.00**	**$ -**	**$ -**	**$ 106.74**	**$ 3,341.74**

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

LOTT STREET

FROM IVEY ROAD NORTH 2,636 LF

FEE INCREASE JUSTIFICATION (CHECK BOX)

- **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
- **New Location Added -** xyz is added as a new improvement location
- **Improvement Type Changed:** Resurfacing has changed to Reconstruction
- **Acquisition Services Added:**

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	2636	2636	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$22,850.20	$22,850.20	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope													0
Internal Review						1							1
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing							4						4
QUALITY CONTROL													
QA/QC Reviews 30% Submittal						4							4
QA/QC Reviews 60% Submittal						4							4
QA/QC Reviews 100% Submittal						4							4
Milestone Review Meetings with PMC (30%, 60%, Final)													0
ENGINEERING DESIGN													
Data Collection / Field Survey							4	7	30				41
Process Field Data								8	20				28
Review of geotechnical report													0
Develop Project Plans 30%							4	8	25				37
Develop Project Plans 60%						4	4	8	30				46
Develop Project Plans 100%						1	6	8	20				35
Address Review Comments							8		8				16
Assemble Front End						1	8					3.808	12.808
Develop and Assemble Techincal Specifications						1	8						9
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions							1						1
Prepare and Issue Addenda							1						1
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							4						4
Pre-Construction Conference							4						4
Periodic Site Observations							16						16
Contractor Submittal Reviews							16						16
Contractor Pay Request Reviews							16						16
PROJECT CLOSE-OUT SERVICES													
Construction Closeout							16						16
Submit As-Built Plans						4	8		40				52
SUBTOTAL		**0**	**0**	**0**	**0**	**24**	**128**	**39**	**173**	**0**	**0**	**3.808**	**367.808**
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ -	$ -	$ -	$ 3,000.00	$ 8,960.00	$ 2,145.00	$ 8,650.00	$ -	$ -	$ 95.20	$ 22,850.20
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		**0**	$ -	$ -	$ -	$ 3,000.00	$ 8,960.00	$ 2,145.00	$ 8,650.00	$ -	$ -	$ 95.20	$ 22,850.20

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

MARLEN STREET

FROM GERONIMO STREET EAST 1,084 LF

FEE INCREASE JUSTIFICATION (CHECK BOX)
☐ **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
☐ **New Location Added -** xyz is added as a new improvement location
☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
☐ **Acquisition Services Added:**
☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	1084	1084	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$7,081.19	$7,081.19	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope													0
Internal Review						1							1
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing							2						2
QUALITY CONTROL													
QA/QC Reviews 30% Submittal						2							2
QA/QC Reviews 60% Submittal						2							2
QA/QC Reviews 100% Submittal						2							2
Milestone Review Meetings with PMC (30%, 60%, Final)													0
ENGINEERING DESIGN													
Data Collection / Field Survey							2		4				6
Process Field Data								0.5	6				6.5
Review of geotechnical report													0
Develop Project Plans 30%							1	1	4				6
Develop Project Plans 60%						2	1	1	6				10
Develop Project Plans 100%						1	1	1	6				9
Address Review Comments							1		8				9
Assemble Front End						1	2					0.9476	3.9476
Develop and Assemble Techincal Specifications						1	2						3
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions							1						1
Prepare and Issue Addenda							1						1
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							1						1
Pre-Construction Conference							2						2
Periodic Site Observations							2						2
Contractor Submittal Reviews							2						2
Contractor Pay Request Reviews							4						4
PROJECT CLOSE-OUT SERVICES													
Construction Closeout							4						4
Submit As-Built Plans						4	1	3	18				26
SUBTOTAL		**0**	**0**	**0**	**0**	**16**	**30**	**6.5**	**52**	**0**	**0**	**0.9476**	**105.4476**
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ -	$ -	$ -	$ 2,000.00	$ 2,100.00	$ 357.50	$ 2,600.00	$ -	$ -	$ 23.69	$ 7,081.19
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		**0**	**$ -**	**$ -**	**$ -**	**$ 2,000.00**	**$ 2,100.00**	**$ 357.50**	**$ 2,600.00**	**$ -**	**$ -**	**$ 23.69**	**$ 7,081.19**

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

OLD RIVER ROAD

FROM SODERQUIST ROAD EAST 3,084 LF

FEE INCREASE JUSTIFICATION (CHECK BOX)
☐ **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
☐ **New Location Added -** xyz is added as a new improvement location
☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
☐ **Acquisition Services Added:**
☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	3084	3084	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$19,036.92	$19,036.92	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope													0
Internal Review						3							3
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing						1	4						5
QUALITY CONTROL													
QA/QC Reviews 30% Submittal						3							3
QA/QC Reviews 60% Submittal						3							3
QA/QC Reviews 100% Submittal						3							3
Milestone Review Meetings with PMC (30%, 60%, Final)													0
ENGINEERING DESIGN													
Data Collection / Field Survey							2	6	10				18
Process Field Data								6	20				26
Review of geotechnical report													0
Develop Project Plans 30%							1	8	20				29
Develop Project Plans 60%						4	2	8	50				64
Develop Project Plans 100%						1	2	8	25				36
Address Review Comments							4	4	15				23
Assemble Front End						1	2					2.6768	5.6768
Develop and Assemble Techincal Specifications						1	2						3
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions							4						4
Prepare and Issue Addenda							4						4
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							2						2
Pre-Construction Conference							4						4
Periodic Site Observations							8						8
Contractor Submittal Reviews							8						8
Contractor Pay Request Reviews							8						8
PROJECT CLOSE-OUT SERVICES													
Construction Closeout							4						4
Submit As-Built Plans						4	4	4	40				52
SUBTOTAL		**0**	**0**	**0**	**0**	**24**	**65**	**44**	**180**	**0**	**0**	**2.6768**	**315.6768**
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ -	$ -	$ -	$ 3,000.00	$ 4,550.00	$ 2,420.00	$ 9,000.00	$ -	$ -	$ 66.92	$ 19,036.92
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		**0**	**$ -**	**$ -**	**$ -**	**$ 3,000.00**	**$ 4,550.00**	**$ 2,420.00**	**$ 9,000.00**	**$ -**	**$ -**	**$ 66.92**	**$ 19,036.92**

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2016

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Extension 6321 PHONE (A/C, No, Ext): 512-330-9836 FAX (A/C, No): 512-330-9856 E-MAIL ADDRESS: austincerts@anco.com
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Lloyds Ins. Co. — 41262 INSURER B : Travelers Indemnity Co of Amer — 25666 INSURER C : The Charter Oak Fire Ins. Co. — 25615 INSURER D : Continental Casualty Co. — 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PACP6199P931COF	02/11/2016	02/11/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA6234P556GRP	02/11/2016	02/11/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2016	02/11/2017	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB3408T860	02/11/2016	02/11/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Errors & Omissions			LSH591889839	06/13/2016	06/13/2017	Per Claim Aggregate		1,000,000 1,000,000

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

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER HIDAED2

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick C. Hall

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve -Contract # C-16-331-09-27-Aranda & Assoc Inc (FEMA)-Pct 1

From : Steve Crain <scrain@atlashall.com> Wed, Sep 21, 2016 04:56 PM

Subject : RE: Review & Approve -Contract # C-16-331-09-27-Aranda & Assoc Inc(FEMA)-Pct 1 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The Arranda contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, September 21, 2016 3:31 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; ac cuellar <ac.cuellar@co.hidalgo.tx.us>; Raul Lozano <raul.lozano@co.hidalgo.tx.us>; Maria D. Gutierrez <mari.gutierrez@co.hidalgo.tx.us>; Katia Garcia <katia.garcia@co.hidalgo.tx.us>; darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>
Subject: Review & Approve -Contract # C-16-331-09-27-Aranda & Assoc Inc(FEMA)-Pct 1

Good afternoon, Mr. Crain-
Please review and approve as to form agreement with **Aranda & Associates, Inc.** (attached hereto) for the purposes of **(FEMA) projects** within **Precinct No. 1.**

***Note: will be placed on the next 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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-16-351-09-27

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **LeFevre Engineering & Management Consulting, LLC**, Professional Engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the projects specific **Road and Drainage Improvements to various roads as identified herein for (FEMA DR 4245) Projects:**

-Site No. 6- Mile 13.5 (between Mile 4 West and SH88)
-Site No. 7- Mile 11 North (between FM 1015 to Mile 3.5 West)
-Site No. 9- Yvette Circle (between FM 1015 to Mile 12.5 North)

located within **Hidalgo County Precinct No. 1** hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ), and

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" ***Services to be provided by the Owner***, attached hereto and made a part of this Agreement.

2.2 Engineer's Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto and made part of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement is for a period of **one (1) year,** commencing, **September 27, 2016,** expiring, **September 26, 2017** or (*upon completion of the scope of the work/projects)* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Terminaion Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement

cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of

such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1**"-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or

inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Requests for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final**

Request for Payment in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties

required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of

a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the

Engineer will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment.

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and

against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all

reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the

work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**LeFevre Engineering & Management Consulting, LLC**
100 E. Cano, 2nd Floor	Attn: Richard LeFevre, PE
Edinburg, Texas 78539	612 Nolana, Suite 520
	McAllen, Texas 78504

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. 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.

ARTICLE 32. Immunities. Nothing in this agreement is intended to and Owner does not hereby waive, release or relinquish any right to assert any of the defenses Owner enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Owner as to any claim or action of any person, entity, or individual against Owner.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the **20th** day of **September, 2016.**

ENGINEER:
LeFevre Engineering & Management Consulting, LLC

By:_____
Richard LeFevre, P.E./President

OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2016.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain

ATTACHMENTS:

LOCATION MAP
EXHIBIT A-1 -RFQ Procurement Packet
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D-1 -Estimated Project Fee Schedule
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

February 01, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-002-02-17-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-002-02-17-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D1, CIQ Conflict of Interest Questionnaire	3
8.	Exhibit D2, CIS-Conflict Disclosure Statement	3
9.	Exhibit E, Proposer's Affidavit	1
10	Vendor/Bidder Application and W-9 form	6
11.	Certification Regarding Debarment	1
12.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 01, 2016
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2016-002-02-17-YZV

Acceptance Due Date: FEBRUARY 17, 2016

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, three (3) copies of all qualifications and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, *RFQ No.: 2016-002-02-17-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)* PROFESSIONAL ENGINEERING SERVICES POOL", and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 17, 2016.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	FEBRUARY 17, 2016
Award of Contract	MARCH 16, 2016
Commence Work or Deliver Products	_____, 2016

16. HIDALGO COUNTY HOLIDAYS

2016 YEAR	
New Year's Day	01/01/2016
Martin Luther King Day	01/18/2016
President's Day	02/15/2016
Good Friday	03/25/2016
Memorial Day	05/30/2016
Independence Day	07/04/2016
Labor Day	09/05/2016
Columbus Day	10/10/2016
Veteran's Day	11/11/2016
Thanksgiving Day	11/24/2016 & 11/25/2016
Christmas Day	12/23/2016 &12/26/2016
New Year's Eve	12/30/2016

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award.

Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

28. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2016 and ending March 15, 2017**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, FEBRUARY 17, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit,

(2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, February 10, 2016** at 5:00 p.m. Responses will be sent to all applicants by **Friday, February 12, 2016 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   - Response is Clear;
   - Response is Well Organized;
   - Easy to Evaluate;
   - Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 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	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL _____
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL _____
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Firm/Participant's Name:_____

Evaluator: _____Department: _____

Project Name:_____Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2016-002-02-17-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ ☐ OCCUR CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____ , to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): “Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2016-002-02-17-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D-1" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "D-2"-CIS Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 3 Copies, and 8 CD's containing a complete copy of Response.

EXHIBIT A
-SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the Owner in the development of 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

Generalized Services to be provided by the Engineer

A. BASIC ENGINEERING SERVICES

ROADWAY DESIGN CONTROLS

1) Develop Typical Sections- No pavement design will be completed as part of the scope of work. Pavement section will be based on directive from Hidalgo County Pct. No. 1
2) Prepare plan and profile sheets as required for the reconstruction.
3) Develop plan and profiles for inclusion in sheets.
4) Detuning roadway quantities and prepare quantity summary sheet.

MISCELLANEOUS (ROADWAY)

1) Develop Miscellaneous Roadway Details.
2) Prepare Title Sheet and Index sheets.
3) Calculate project quantities and prepare quantity summary sheet.
4) Prepare general notes.
5) Prepare list of Standard Drawing to be included in the plans.
6) Upon completion of the review of the final plans by Hidalgo County Precinct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17") drawings which shall include all applicable standards. The Engineer may sign/seal plans manually or include an electronic signature/seal.
7) Coordinate with Pct. 1 and other agencies as necessary.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

1) Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary.

CONSTRUCTION SUPPORT

1) Prepare Bid Documents
2) Attend and Coordinate Pre-bid Conference
3) Evaluate Bids
4) Make Award Recommendation
5) Assist County with preparation of Contract Documents
6) Attend Pre-Construction Conference upon request by County
7) Respond to Request for Information (RFI) from Contractor
8) Review Pay Requests
9) Preparation of Change Orders
10) Final Site Visit
11) Record Drawings

B. FIELD DESIGN SURVEY SERVICES

FIELD SURVEYING

1) Topographic survey of entire project length including:
   a) Topography of existing roadway and ditch within existing apparent ROW.
   b) Topography shall include any existing drainage crossings.
   c) Include flow lines, size and direction of drainage channels/structures
   d) Include utilities
   e) Perform one-call (Dig Tess) and identify and locate utilities (within Limits of R.O.W) as flagged/marked by utility companies
   f) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
   g) Establish x,y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
   h) Establish 2 benchmarks for project control.

C. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

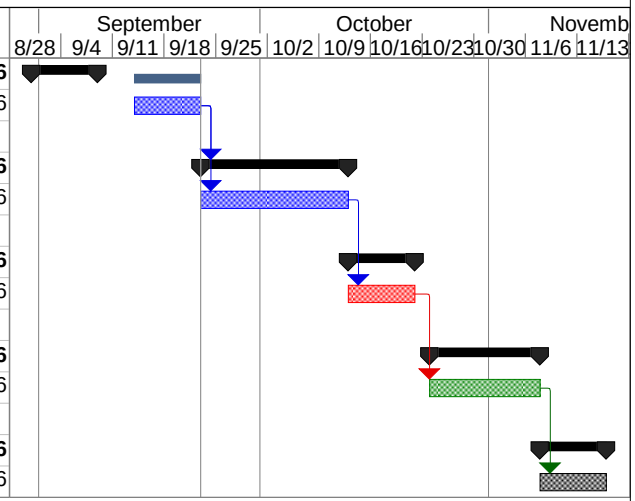
GEOTECHNICAL SERVICES

1) Pavement section design or testing prior to PS&E development
   a) Material testing during construction

EXHIBIT C
-WORK SCHEDULE

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 1

ID	Task Name	Duration	Start	Finish
1	**Project Start Up**	**7 days**	**Wed 8/31/16**	**Thu 9/8/16**
2	Define Scope of Work and Tasks	7 days	Wed 9/14/16	Thu 9/22/16
3				
4	**Survey**	**14 days**	**Fri 9/23/16**	**Wed 10/12/16**
5	Design Topography	14 days	Fri 9/23/16	Wed 10/12/16
6				
7	**Preliminary Plans (30% Submittal)**	**7 days**	**Thu 10/13/16**	**Fri 10/21/16**
8	Preliminary Plans and Specifications	7 days	Thu 10/13/16	Fri 10/21/16
9				
10	**60-90% Submittal of Plans and Specifications**	**11 days**	**Mon 10/24/16**	**Mon 11/7/16**
11	Plans and Specifications	11 days	Mon 10/24/16	Mon 11/7/16
12				
13	**100% Submittal**	**7 days**	**Tue 11/8/16**	**Wed 11/16/16**
14	Final Plans & Specifications	7 days	Tue 11/8/16	Wed 11/16/16



Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

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ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722
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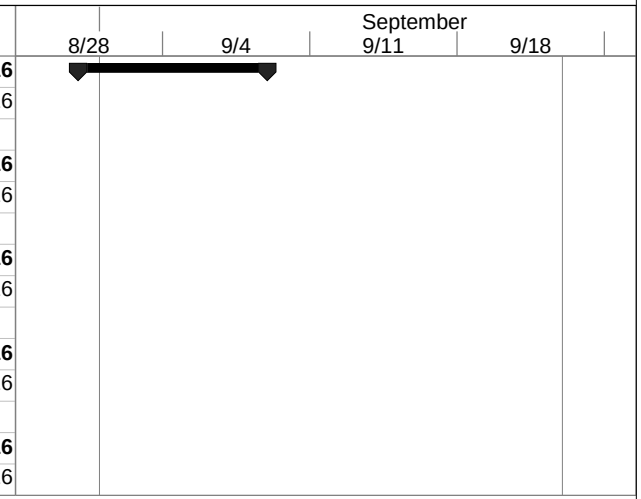
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 2

ID	Task Name	Duration	Start	Finish
1	**Project Start Up**	**7 days**	**Wed 8/31/16**	**Thu 9/8/16**
2	Define Scope of Work and Tasks	7 days	Tue 9/27/16	Wed 10/5/16
3				
4	**Survey**	**14 days**	**Thu 10/6/16**	**Tue 10/25/16**
5	Design Topography	14 days	Thu 10/6/16	Tue 10/25/16
6				
7	**Preliminary Plans (30% Submittal)**	**15 days**	**Wed 10/26/16**	**Tue 11/15/16**
8	Preliminary Plans and Specifications	15 days	Wed 10/26/16	Tue 11/15/16
9				
10	**60-90% Submittal of Plans and Specifications**	**20 days**	**Wed 11/16/16**	**Tue 12/13/16**
11	Plans and Specifications	20 days	Wed 11/16/16	Tue 12/13/16
12				
13	**100% Submittal**	**7 days**	**Wed 12/14/16**	**Thu 12/22/16**
14	Final Plans & Specifications	7 days	Wed 12/14/16	Thu 12/22/16



Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

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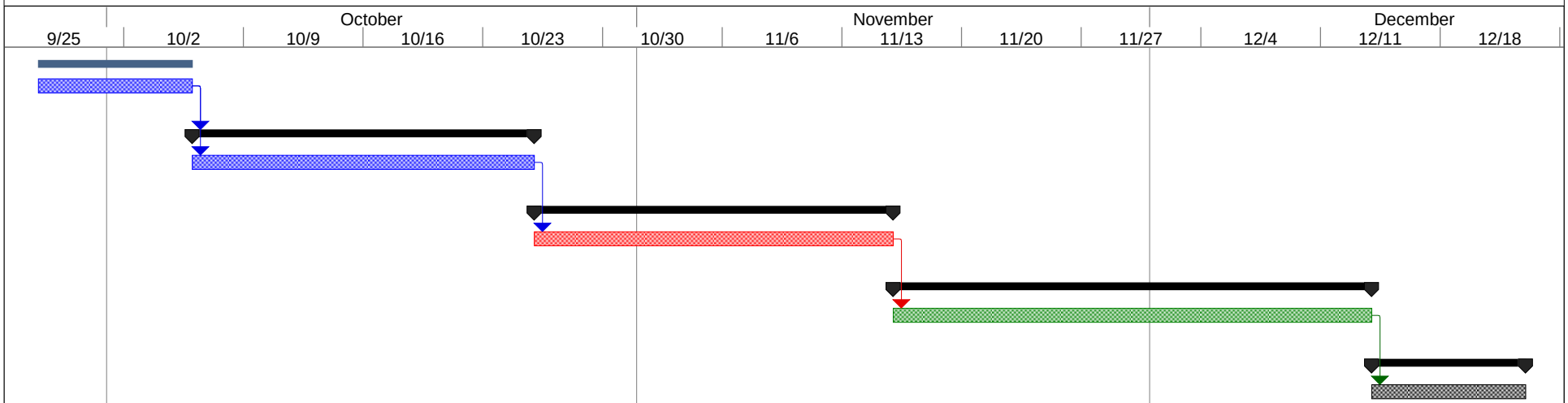
COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 2



Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

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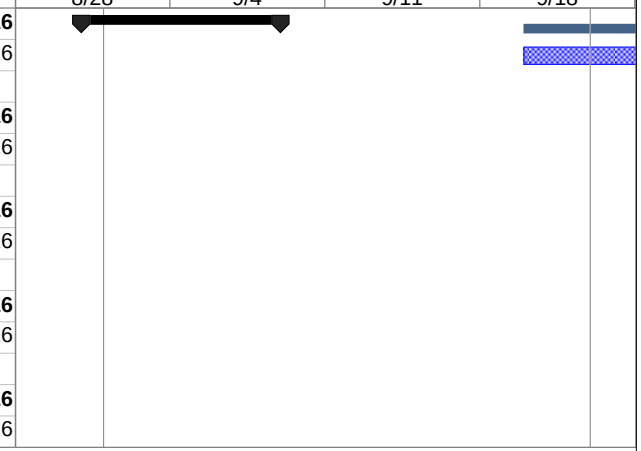
COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 3

ID	Task Name	Duration	Start	Finish
1	**Project Start Up**	**7 days**	**Wed 8/31/16**	**Thu 9/8/16**
2	Define Scope of Work and Tasks	7 days	Tue 9/20/16	Wed 9/28/16
3				
4	**Survey**	**14 days**	**Thu 9/29/16**	**Tue 10/18/16**
5	Design Topography	14 days	Thu 9/29/16	Tue 10/18/16
6				
7	**Preliminary Plans (30% Submittal)**	**15 days**	**Wed 10/19/16**	**Tue 11/8/16**
8	Preliminary Plans and Specifications	15 days	Wed 10/19/16	Tue 11/8/16
9				
10	**60-90% Submittal of Plans and Specifications**	**20 days**	**Wed 11/9/16**	**Tue 12/6/16**
11	Plans and Specifications	20 days	Wed 11/9/16	Tue 12/6/16
12				
13	**100% Submittal**	**7 days**	**Wed 12/7/16**	**Thu 12/15/16**
14	Final Plans & Specifications	7 days	Wed 12/7/16	Thu 12/15/16



Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

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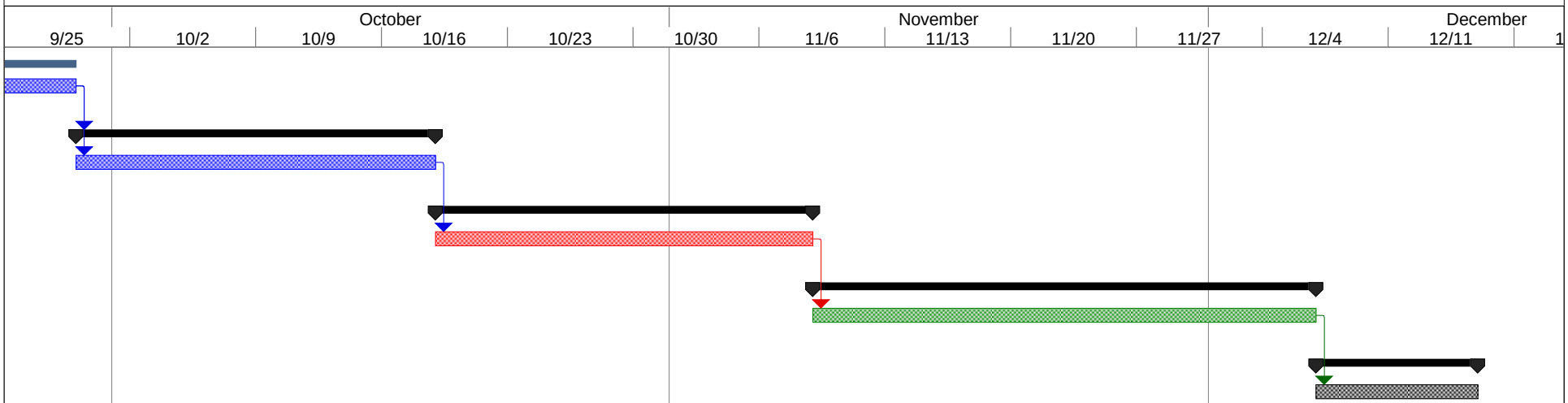
COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 3



Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

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EXHIBIT D

-ENGINEER'S CONTRACT RATES

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

LeFevre Engineering & Management Consulting, LLC

LABOR:

Job Description	Contract Rate** 2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Engineering											
Principal (QC/QA)	$245.70	$255.52	$265.75	$276.37	$287.43	$298.93	$310.88	$323.32	$336.25	$349.70	$363.69
Project Manager (VIII)	$138.32	$143.85	$149.60	$155.59	$161.81	$168.28	$175.01	$182.01	$189.29	$196.87	$204.74
Project Engineer (III)	$152.92	$159.03	$165.39	$172.01	$178.89	$186.05	$193.49	$201.23	$209.28	$217.65	$226.35
Sr. Engineering Designer	$123.76	$128.71	$133.86	$139.21	$144.78	$150.57	$156.59	$162.86	$169.37	$176.14	$183.19
Sr. CADD Operator	$100.10	$104.11	$108.27	$112.60	$117.11	$121.79	$126.66	$131.73	$137.00	$142.48	$148.18
Inspector	$91.00	$94.63	$98.42	$102.36	$106.45	$110.71	$115.14	$119.74	$124.53	$129.51	$134.69
CADD I Draftsman	$65.52	$68.14	$70.87	$73.70	$76.65	$79.72	$82.91	$86.22	$89.67	$93.26	$96.99
Administrative Assistant	$39.75	$41.34	$42.99	$44.71	$46.50	$48.36	$50.29	$52.31	$54.40	$56.57	$58.84

**These are the rates to be determined for each work authorization

EXHIBIT D-1

-ESTIMATED PROJECT FEE SCHEDULE

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Professional Engineering Cost Breakdown

FEMA Project Work Authorizations No. 1-3

EXHIBIT D-1

LEMC Professional Engineering Services:

Civil Engineering

Hourly Rates:

Principal Engineer	245.75	$/Hr
Engineer	152.92	$/Hr
Project Manager	138.32	$/Hr
CADD Technician	100.10	$/Hr
Inspector	91.00	$/Hr
Administration	39.75	$/Hr

Project Start Up (Task 2)	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk	Other
Meeting w/ County & Staff	3	0	3			
Planning w/ County Staff		0	3			
Define Scope of Work & Tasks		0	3			
Total	**3**	**0**	**9**	**0**	**0**	**0**

Preliminary Plans (Task 4)	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk	Other
Develop Feasible Alternatives		0	3			
Develop Preferred Alternative		0	3			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		0	3			
Preliminary Plans and General Notes		0	3	32	10	
Preliminary Specifications		0	3		10	
Total	**0**	**0**	**15**	**32**	**20**	**0**

Design - Civil, Electrical, Structural Task 3	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk	Other

Survey Coordination and Evaluation		0	9	47		
Final Design Calculations		0	9			
Final Plan and General Notes		0	9	95	10	
Final Specifications		0	9		11	
Design	**0**	**0**	**36**	**142**	**21**	**0**

Final Plans and Specifications **Task 5**	**Principal Engineer**	**Project Manager**	**Project Engineer**	**CADD Technician**	**Clerk**	**Other**
Final Plan and General Notes	3	0	8	32	0	
Final Specifications	3	0	8		10	
Design	**6**	**0**	**16**	**32**	**10**	**0**

Inspection	**Principal Engineer**	**Project Manager**	**Project Engineer**	**CADD Technician**	**Clerk**	**Inspector**
Pre-Bid Meeting						0
Bid Opening						0
Construction Inspections						0
Pre-Construction Meeting & N.T.P.						0
Bidding and Negotiating Phase Total	**0**	**0**	**0**	**0**	**0**	**0**

Total Project Inspection	**$0**

Construction Phase Engineering **Bidding & Award (Task 6)**	**Principal Engineer**	**Project Manager**	**Project Engineer**	**CADD Technician**	**Clerk**	**Other**
Advertisement						
Pre-Bid Meeting			3			
Bid Opening	0		3			
Negotiations w/ Contractor						
Notice of Award to Contractor			3			
Pre-Construction Meeting & N.T.P.			3			
Total	**0**	**0**	**12**	**0**	**0**	**0**

Construction (Task 7)	**Principal Engineer**	**Project Manager**	**Project Engineer**	**CADD Technician**	**Clerk**	**Inspector**
Construction Phase Engineering			4			
Monthly Project Status Meeings			4			
Construction Inspections			4			
Construction Phase Total	**0**	**0**	**12**	**0**	**0**	**0**

As Builts (Task 8)

	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk	Other
Record Drawings			3	18		
Closing of the Project			3			
Total	**0**	**0**	**6**	**18**	**0**	

Total Hours	9	0	76	206	51	0
Project Start Up - Phase II	3	0	9	0	0	0
Design - Phase II	0	0	36	142	21	0
Preliminary Plans - Phase II	0	0	15	32	20	0
Final Plans and Specs - Phase II	6	0	16	32	10	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	**$1,800**	**$0**	**$13,300**	**$17,510**	**$3,315**	**$0**

CONTRACT TOTAL AMOUNT	**$35,925**

Total Hours	0	0	30	18	0	0
Bidding & Award (Task 6)	0	0	12	0	0	0
Construction (Task 7)	0	0	12	0	0	0
AS-Builts (Task)	0	0	6	18	0	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	**$0**	**$0**	**$5,250**	**$1,530**	**$0**	**$0**

Total Construction Phase	**$8,835**

Survey	**$**	**6,866.00**
Design	**$**	**35,925.00**
Inspection		**$0**
Construction Phase Engineering		**$8,835**
Total Contract	**$**	**51,626.00**

EXHIBIT E
-WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-16-351-00-00

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Precinct No.1, as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

By: _____
Hon. A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (cc approval date)_____ as indicated below and effective as of _____ day of _____, 201____.

THE ENGINEER:
LeFevre Engineering
& Management Consulting, LLC

_____
By: Jessie Salinas, Chief Executive Officer

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT F
-SUPPLEMENTAL AGREEMENT FORM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-CERTIFICATE OF INSURANCE (HIDALGO COUNTY)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2016

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	CONTACT NAME: Robert Shimanek, III	
Fidelity Benefits & Insurance Services, LLLP 9385 Miller Lane San Antonio, TX 78266	PHONE (A/C, No, Ext): 512-507-0776	FAX (A/C, No): 866-475-1803
	E-MAIL ADDRESS: robert@fidelityoftexas.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Travelers Lloyds Insurance Company	
INSURED LeFevre Engineering & Management Consulting, LLC 612 Nolana Suite 520 McAllen, Tx 78504	INSURER B : The Travelers Indemnity Company	
	INSURER C : The Travelers Indemnity Company	
	INSURER D : The Phoenix Insurance Company	
	INSURER E : Wesco Insurance Company	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	5970X620-IND-16	03/21/2016	03/21/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	5971X192-16	03/21/2016	03/21/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			3E778571-16-47	03/21/2016	03/21/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [X] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	3676T38-1-16	03/21/2016	03/21/2017	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			ARA125558100	08/19/2015	08/19/2016	Each Claim Policy Aggregate	$1,000,000 $1,000,000

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

2013 Chevrolet Silverado VIN 1GCNCPEXXDZ228181

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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:
2016-115994

Date Filed:
09/23/2016

Date Acknowledged:

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

LeFevre Engineering & Management Consulting, LLC
McAllen, TX United States

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

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-351-09-27
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ERIC CANTU
MY COMMISSION EXPIRES
August 5, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard LeFevre, this the 23rd day of September, 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
	Eric Cantu	Notary

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:
2016-115994

Date Filed:
09/23/2016

Date Acknowledged:
09/23/2016

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

LeFevre Engineering & Management Consulting, LLC
McAllen, TX United States

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

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-351-09-27
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-16-351-09-27
Work Authorization No. 1

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Surveying, Plans, Specifications, Bidding Documents, Bid Tab and Recommendations, and project closeout documents for **Site No. 6, Mile 13 ½ between 4 West and FM 88 in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 28 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping** of Hidalgo County Precinct **No.1** as identified in Attachment "A". These services do not include project inspection and those services shall be provided as additional or special services not included in this work authorization.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 19,622.00** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6, & 7** of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No**.** _____

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: _____

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 _____, 20_____.

THE ENGINEER:
Le Fevre Engineering & Management Consulting, Inc.

_____
By: Richard LeFevre, P.E., Project Eng.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT “A” - Service to be provided by the Owner
ATTACHMENT “B” - Services to be provided by the Engineer
ATTACHMENT “C” - Work Schedule
ATTACHMENT “D” - Estimated Cost Proposal
D-1 Fee Breakdown

EXHIBIT "A"

Services to be provided by the OWNER
Work Authorization No. 1
FEMA Road & Drainage Project – Pct. No. 1

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

Scope of Services to be provided by the Engineer

Work Authorization No. 1

FEMA Road & Drainage Project – Pct. No. 1

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to restore with signage and striping **Site No. 6, Mile 13 ½ between 4 West and FM 88 in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 28 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping**

Contract Amount: $19,622.00

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

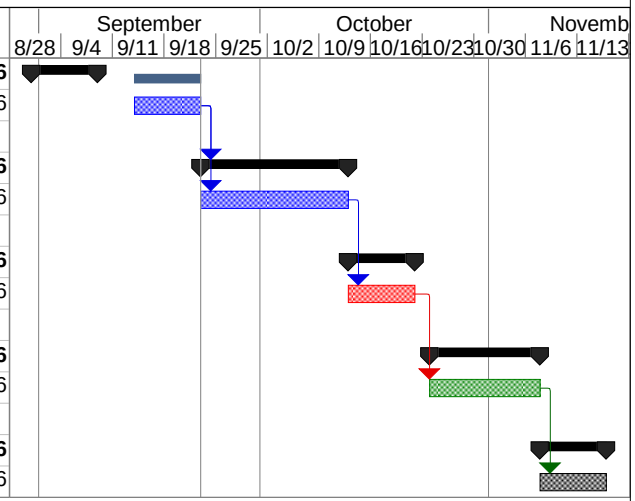
A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings ("As-Builts").

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 1

ID	Task Name	Duration	Start	Finish
1	**Project Start Up**	**7 days**	**Wed 8/31/16**	**Thu 9/8/16**
2	Define Scope of Work and Tasks	7 days	Wed 9/14/16	Thu 9/22/16
3				
4	**Survey**	**14 days**	**Fri 9/23/16**	**Wed 10/12/16**
5	Design Topography	14 days	Fri 9/23/16	Wed 10/12/16
6				
7	**Preliminary Plans (30% Submittal)**	**7 days**	**Thu 10/13/16**	**Fri 10/21/16**
8	Preliminary Plans and Specifications	7 days	Thu 10/13/16	Fri 10/21/16
9				
10	**60-90% Submittal of Plans and Specifications**	**11 days**	**Mon 10/24/16**	**Mon 11/7/16**
11	Plans and Specifications	11 days	Mon 10/24/16	Mon 11/7/16
12				
13	**100% Submittal**	**7 days**	**Tue 11/8/16**	**Wed 11/16/16**
14	Final Plans & Specifications	7 days	Tue 11/8/16	Wed 11/16/16



Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722
612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001

Exhibit “D”

Cost Proposal

Work Authorization No. 1

FEMA Road & Drainage Project – Pct. No. 1

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to restore Site No. 6, Mile 13 ½ between 4 West and FM 88 in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 28 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping

Contract Amount: $19,622.00

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$17,168.00
Topographic Survey		$2,454.00
	Total	**$19,622.00**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$245.70/HOUR
PROJECT ENGINEER	$152.92/HOUR
PROJECT MANAGER	$138.32/HOUR
DESIGNER/TECHNICIAN	$ 100.10/HOUR
ADMINISTRATIVE	$ 39.75/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 91.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Professional Engineering Cost Breakdown

Work Authorization No. 1 - FEMA Project)
EXHIBIT D-1

LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	245.75	$/Hr
Engineer	152.92	$/Hr
Project Manager	138.32	$/Hr
CADD Technician	100.10	$/Hr
Inspector	91.00	$/Hr
Administration	39.75	$/Hr

Project Start Up (Task 2)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Meeting w/ County & Staff	1	0	1			
Planning w/ County Staff		0	1			
Define Scope of Work & Tasks		0	1			
Total	**1**	**0**	**3**	**0**	**0**	**0**

Preliminary Plans (Task 4)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Develop Feasible Alternatives		0	1			
Develop Preferred Alternative		0	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		0	1			
Preliminary Plans and General Notes		0	1	10	4	
Preliminary Specifications		0	1		4	
Total	**0**	**0**	**5**	**10**	**8**	**0**

Design - Civil, Electrical, Structural Task 3	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Survey Coordination and Evaluation		0	4	19		
Final Design Calculations		0	4			
Final Plan and General Notes		0	4	40	4	
Final Specifications		0	4		4	
Design	**0**	**0**	**16**	**59**	**8**	**0**

Final Plans and Specifications Task 5	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Final Plan and General Notes	1	0	3	10	0	
Final Specifications	1	0	3		4	
Design	**2**	**0**	**6**	**10**	**4**	**0**

Construction Phase Engineering Bidding & Award (Task 6)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Advertisement						
Pre-Bid Meeting			1			
Bid Opening	0		1			
Negotiations w/ Contractor						
Notice of Award to Contractor			1			
Pre-Construction Meeting & N.T.P.			1			
Total	**0**	**0**	**4**	**0**	**0**	**0**

Construction (Task 7)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	Inspector
Construction Phase Engineering			2			
Monthly Project Status Meeings			2			
Construction Inspections			2			
Construction Phase Total	**0**	**0**	**6**	**0**	**0**	**0**

As Builts (Task 8)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Record Drawings			1	10		
Closing of the Project			1			
Total	**0**	**0**	**2**	**10**	**0**	

Total Hours	3	0	30	79	20	0
Project Start Up - Phase II	1	0	3	0	0	0
Design - Phase II	0	0	16	59	8	0
Preliminary Plans - Phase II	0	0	5	10	8	0
Final Plans and Specs - Phase II	2	0	6	10	4	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	**$600**	**$0**	**$5,250**	**$6,715**	**$1,300**	**$0**

CONTRACT TOTAL AMOUNT	**$13,865**

Total Hours	0	0	13	12	0	0

Bidding & Award (Task 6)	0	0	4	0	0	0
Construction (Task 7)	0	0	6	0	0	0
AS-Builts (Task)	0	0	3	12	0	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	**$0**	**$0**	**$2,275**	**$1,020**	**$0**	**$0**

Total Construction Phase	**$3,295**

Survey	**$**	**2,462.00**
Design	**$**	**13,865.00**
Inspection		**$0**
Construction Phase Engineering		**$3,295**
Total Contract	**$**	**19,622.00**

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-16-256-07-26
Work Authorization No. 2

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Surveying, Plans, Specifications, Bidding Documents, Bid Tab and Recommendations, and project closeout documents for **Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping** of Hidalgo County Precinct **No.1** as identified in Attachment "A". These services do not include project inspection and those services shall be provided as additional or special services not included in this work authorization.

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 **$ 18,224.00** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6, & 7** of the Agreement.

PART 4. FUNDING

This Work Authorization No. **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: _____

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 _____**,** 20_____.

THE ENGINEER:
Le Fevre Engineering & Management Consulting, Inc.

_____

By: Richard LeFevre, P.E., Project Eng.

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT “A” - Service to be provided by the Owner
ATTACHMENT “B” - Services to be provided by the Engineer
ATTACHMENT “C” - Work Schedule
ATTACHMENT “D” - Estimated Cost Proposal
D-1 Fee Breakdown

EXHIBIT "A"

Services to be provided by the OWNER
Work Authorization No. 2
FEMA Road & Drainage Project – Pct. No. 1

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment “B” of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

Scope of Services to be provided by the Engineer

Work Authorization No. 2

FEMA Road & Drainage Project – Pct. No. 1

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to restore with signage and striping **Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping**

Contract Amount: $18,244.00

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and

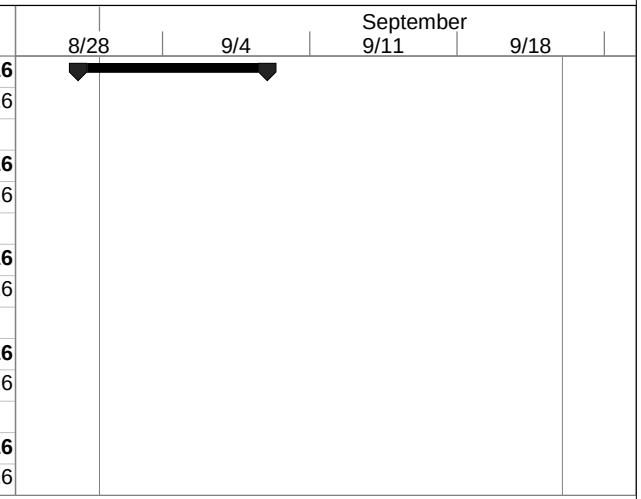
suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings ("As-Builts").

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 2

ID	Task Name	Duration	Start	Finish
1	**Project Start Up**	**7 days**	**Wed 8/31/16**	**Thu 9/8/16**
2	Define Scope of Work and Tasks	7 days	Tue 9/27/16	Wed 10/5/16
3				
4	**Survey**	**14 days**	**Thu 10/6/16**	**Tue 10/25/16**
5	Design Topography	14 days	Thu 10/6/16	Tue 10/25/16
6				
7	**Preliminary Plans (30% Submittal)**	**15 days**	**Wed 10/26/16**	**Tue 11/15/16**
8	Preliminary Plans and Specifications	15 days	Wed 10/26/16	Tue 11/15/16
9				
10	**60-90% Submittal of Plans and Specifications**	**20 days**	**Wed 11/16/16**	**Tue 12/13/16**
11	Plans and Specifications	20 days	Wed 11/16/16	Tue 12/13/16
12				
13	**100% Submittal**	**7 days**	**Wed 12/14/16**	**Thu 12/22/16**
14	Final Plans & Specifications	7 days	Wed 12/14/16	Thu 12/22/16

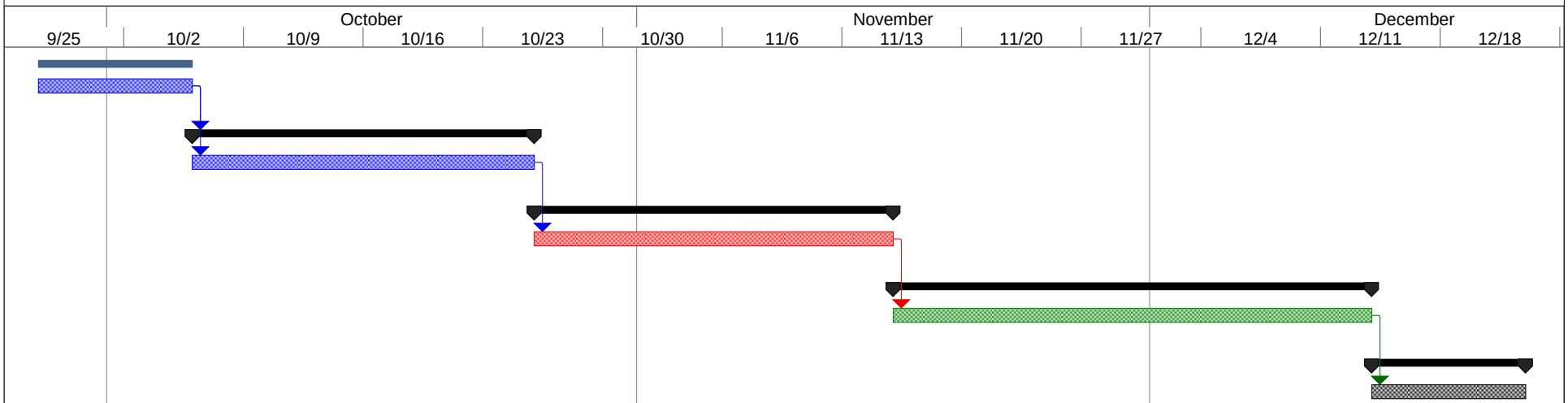


Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722
612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 2



Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Exhibit “D”

Cost Proposal

Work Authorization No. 2

FEMA Road & Drainage Project – Pct. No. 1

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to restore Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping

Contract Amount: $18,224.00

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$15,765.00
Topographic Survey		$2,459.00
	Total	**$18,244.00**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$245.70/HOUR
PROJECT ENGINEER	$152.92/HOUR
PROJECT MANAGER	$138.32/HOUR
DESIGNER/TECHNICIAN	$ 100.10/HOUR
ADMINISTRATIVE	$ 39.75/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 91.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

EXHIBIT D1

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Professional Engineering Cost Breakdown

Work Authorization No. 2 - FEMA Project)
EXHIBIT D-1

LEMC Professional Engineering Services:		
Civil Engineering		
Hourly Rates:		
Principal Engineer	245.75	$/Hr
Engineer	152.92	$/Hr
Project Manager	138.32	$/Hr
CADD Technician	100.10	$/Hr
Inspector	91.00	$/Hr
Administration	39.75	$/Hr

Project Start Up (Task 2)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Meeting w/ County & Staff	1	0	1			
Planning w/ County Staff		0	1			
Define Scope of Work & Tasks		0	1			
Total	**1**	**0**	**3**	**0**	**0**	**0**

Preliminary Plans (Task 4)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Develop Feasible Alternatives		0	1			
Develop Preferred Alternative		0	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		0	1			
Preliminary Plans and General Notes		0	1	14	4	
Preliminary Specifications		0	1		4	
Total	**0**	**0**	**5**	**14**	**8**	**0**

Design - Civil, Electrical, Structural Task 3	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Survey Coordination and Evaluation		0	3	18		
Final Design Calculations		0	3			
Final Plan and General Notes		0	3	35	4	
Final Specifications		0	3		4	
Design	**0**	**0**	**12**	**53**	**8**	**0**

Final Plans and Specifications Task 5	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Final Plan and General Notes	1	0	3	10	0	
Final Specifications	1	0	3		4	
Design	**2**	**0**	**6**	**10**	**4**	**0**

Construction Phase Engineering Bidding & Award (Task 6)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Advertisement						
Pre-Bid Meeting			1			
Bid Opening	0		1			
Negotiations w/ Contractor						
Notice of Award to Contractor			1			
Pre-Construction Meeting & N.T.P.			1			
Total	**0**	**0**	**4**	**0**	**0**	**0**

Construction (Task 7)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	Inspector
Construction Phase Engineering			1			
Monthly Project Status Meeings			1			
Construction Inspections			1			
Construction Phase Total	**0**	**0**	**3**	**0**	**0**	**0**

As Builts (Task 8)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Record Drawings			1	8		
Closing of the Project			1			
Total	**0**	**0**	**2**	**8**	**0**	

Total Hours	3	0	26	77	20	0
Project Start Up - Phase II	1	0	3	0	0	0
Design - Phase II	0	0	12	53	8	0
Preliminary Plans - Phase II	0	0	5	14	8	0
Final Plans and Specs - Phase II	2	0	6	10	4	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	**$600**	**$0**	**$4,550**	**$6,545**	**$1,300**	**$0**

CONTRACT TOTAL AMOUNT	**$12,995**

Total Hours	0	0	10	12	0	0

Bidding & Award (Task 6)	0	0	4	0	0	0
Construction (Task 7)	0	0	3	0	0	0
AS-Builts (Task)	0	0	3	12	0	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	**$0**	**$0**	**$1,750**	**$1,020**	**$0**	**$0**

Total Construction Phase	**$2,770**

Survey	**$**	**2,459.00**
Design	**$**	**12,995.00**
Inspection		**$0**
Construction Phase Engineering		**$2,770**
Total Contract	**$**	**18,224.00**

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-16-256-07-26
Work Authorization No. 3

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Surveying, Plans, Specifications, Bidding Documents, Bid Tab and Recommendations, and project closeout documents for **Site No. 9, Yvette Circle between FM 1015 and Mile 12 ½ in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,102 linear feet of road, 24 feet in width, for six inch depth for caliche base, and 2,102 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping** of Hidalgo County Precinct **No. 1** as identified in Attachment "A". These services do not include project inspection and those services shall be provided as additional or special services not included in this work authorization.

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 **$ 13,780.00** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6, & 7** of the Agreement.

PART 4. FUNDING

This Work Authorization No. **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: _____

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 _____, 20_____.

THE ENGINEER:
Le Fevre Engineering & Management Consulting, Inc.

_____
By: Richard LeFevre, P.E., Project Eng.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT “A” - Service to be provided by the Owner
ATTACHMENT “B” - Services to be provided by the Engineer
ATTACHMENT “C” - Work Schedule
ATTACHMENT “D” - Estimated Cost Proposal
D-1 Fee Breakdown

EXHIBIT "A"

Services to be provided by the OWNER
Work Authorization No. 3
FEMA Road & Drainage Project – Pct. No. 1

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment “B” of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

Scope of Services to be provided by the Engineer

Work Authorization No. 3

FEMA Road & Drainage Project – Pct. No. 1

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to restore with signage and striping **Site No. 9, Yvette Circle between FM 1015 and Mile 12 ½ in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,102 linear feet of road, 24 feet in width, for six inch depth for caliche base, and 2,102 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping**

Contract Amount: $13,780.00

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will

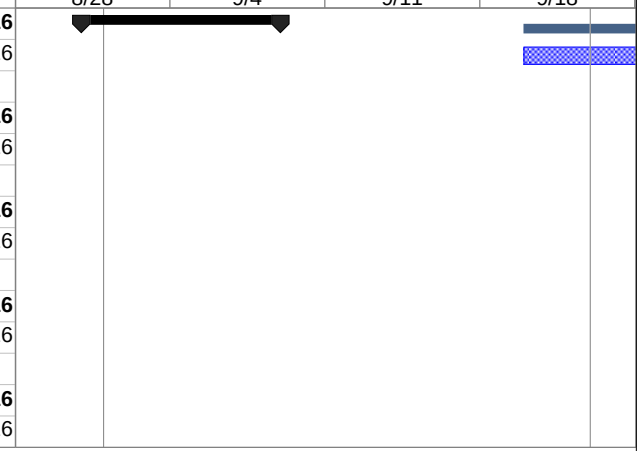
attend the bid opening and assist as the County desires.

Task 7 – Construction

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings ("As-Builts").

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 3

ID	Task Name	Duration	Start	Finish
1	**Project Start Up**	**7 days**	**Wed 8/31/16**	**Thu 9/8/16**
2	Define Scope of Work and Tasks	7 days	Tue 9/20/16	Wed 9/28/16
3				
4	**Survey**	**14 days**	**Thu 9/29/16**	**Tue 10/18/16**
5	Design Topography	14 days	Thu 9/29/16	Tue 10/18/16
6				
7	**Preliminary Plans (30% Submittal)**	**15 days**	**Wed 10/19/16**	**Tue 11/8/16**
8	Preliminary Plans and Specifications	15 days	Wed 10/19/16	Tue 11/8/16
9				
10	**60-90% Submittal of Plans and Specifications**	**20 days**	**Wed 11/9/16**	**Tue 12/6/16**
11	Plans and Specifications	20 days	Wed 11/9/16	Tue 12/6/16
12				
13	**100% Submittal**	**7 days**	**Wed 12/7/16**	**Thu 12/15/16**
14	Final Plans & Specifications	7 days	Wed 12/7/16	Thu 12/15/16

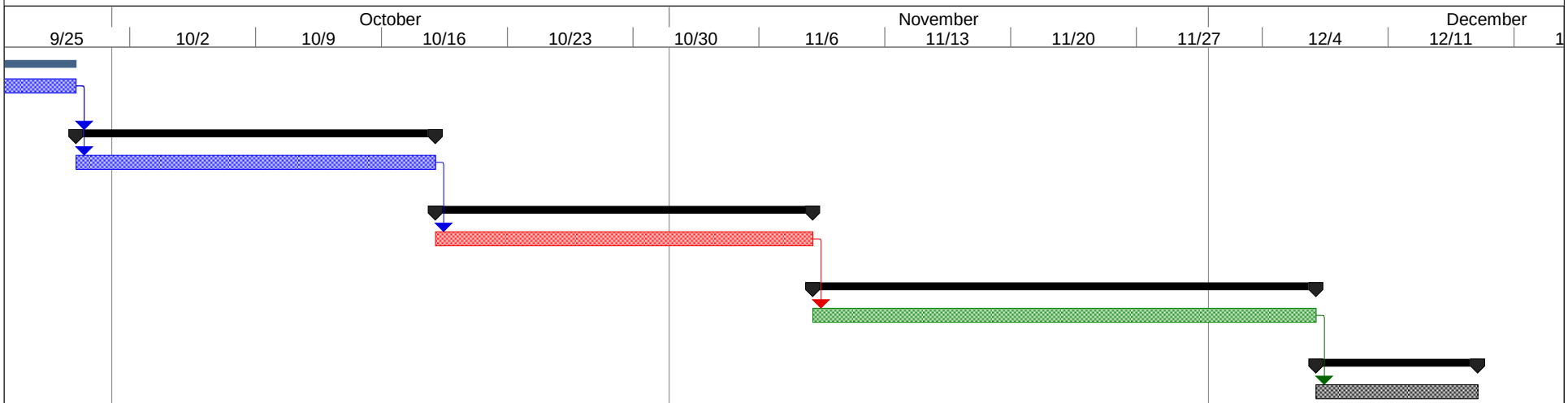


Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 3



Date: Fri 9/23/16

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only			

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Exhibit “D”

Cost Proposal

Work Authorization No. 3

FEMA Road & Drainage Project – Pct. No. 1

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
(LEMC)

The County of Hidalgo, Texas, proposes to restore Site No. 9, Yvette Circle between FM 1015 and Mile 12 ½ in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,102 linear feet of road, 24 feet in width, for six inch depth for caliche base, and 2,102 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping

Contract Amount: $13,780.00

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$11,835.00
Topographic Survey		$1.945.00
	Total	**$13,780.00**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$245.70/HOUR
PROJECT ENGINEER	$152.92/HOUR
PROJECT MANAGER	$138.32/HOUR
DESIGNER/TECHNICIAN	$ 100.10/HOUR
ADMINISTRATIVE	$ 39.75/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 91.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

EXHIBIT D1

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Professional Engineering Cost Breakdown

Work Authorization No. 3 - FEMA Project)
EXHIBIT D-1

LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	245.75	$/Hr
Engineer	152.92	$/Hr
Project Manager	138.32	$/Hr
CADD Technician	100.10	$/Hr
Inspector	91.00	$/Hr
Administration	39.75	$/Hr

Project Start Up (Task 2)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Meeting w/ County & Staff	1	0	1			
Planning w/ County Staff		0	1			
Define Scope of Work & Tasks		0	1			
Total	**1**	**0**	**3**	**0**	**0**	**0**

Preliminary Plans (Task 4)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Develop Feasible Alternatives		0	1			
Develop Preferred Alternative		0	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		0	1			
Preliminary Plans and General Notes		0	1	8	2	
Preliminary Specifications		0	1		2	
Total	**0**	**0**	**5**	**8**	**4**	**0**

Design - Civil, Electrical, Structural Task 3	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Survey Coordination and Evaluation		0	2	10		
Final Design Calculations		0	2			
Final Plan and General Notes		0	2	20	2	
Final Specifications		0	2		3	
Design	**0**	**0**	**8**	**30**	**5**	**0**

Final Plans and Specifications Task 5	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Final Plan and General Notes	1	0	2	12	0	
Final Specifications	1	0	2		2	
Design	**2**	**0**	**4**	**12**	**2**	**0**

Construction Phase Engineering Bidding & Award (Task 6)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Advertisement						
Pre-Bid Meeting			1			
Bid Opening	0		1			
Negotiations w/ Contractor						
Notice of Award to Contractor			1			
Pre-Construction Meeting & N.T.P.			1			
Total	**0**	**0**	**4**	**0**	**0**	**0**

Construction (Task 7)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	Inspector
Construction Phase Engineering			1			
Monthly Project Status Meeings			1			
Construction Inspections			1			
Construction Phase Total	**0**	**0**	**3**	**0**	**0**	**0**

As Builts (Task 8)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Record Drawings			1			
Closing of the Project			1			
Total	**0**	**0**	**2**	**0**	**0**	

Total Hours	3	0	20	50	11	0
Project Start Up - Phase II	1	0	3	0	0	0
Design - Phase II	0	0	8	30	5	0
Preliminary Plans - Phase II	0	0	5	8	4	0
Final Plans and Specs - Phase II	2	0	4	12	2	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	**$600**	**$0**	**$3,500**	**$4,250**	**$715**	**$0**

CONTRACT TOTAL AMOUNT	**$9,065**

Total Hours	0	0	10	12	0	0

Bidding & Award (Task 6)	0	0	4	0	0	0
Construction (Task 7)	0	0	3	0	0	0
AS-Builts (Task)	0	0	3	12	0	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	**$0**	**$0**	**$1,750**	**$1,020**	**$0**	**$0**

Total Construction Phase	**$2,770**

Survey	**$**	**1,945.00**
Design	**$**	**9,065.00**
Inspection		**$0**
Construction Phase Engineering		**$2,770**
Total Contract	**$**	**13,780.00**

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form - C-16-351-09-27-LeFevre Eng Mgt Cons-Pct 1 (FEMA Projects)

From : Steve Crain <scrain@atlashall.com> Fri, Sep 23, 2016 04:43 PM

Subject : RE: Review & Approve as to form - C-16-351-09-27-LeFevre Eng Mgt Cons-Pct 1 (FEMA Projects) 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

It is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, September 23, 2016 4:23 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Raul Lozano <raul.lozano@co.hidalgo.tx.us>; Maria Lucio <maria.lucio@co.hidalgo.tx.us>; darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>
Subject: Re: Review & Approve as to form - C-16-351-09-27-LeFevre Eng Mgt Cons-Pct 1 (FEMA Projects)

Mr. Crain-

Please review revised agreement-LeFevre-Pct. 1

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: Friday, September 23, 2016 3:39:29 PM
Subject: RE: Review & Approve as to form - C-16-351-09-27-LeFevre Eng Mgt Cons-Pct 1 (FEMA Projects)

I do not believe the sites are sufficiently identified on the first page of the contract.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, September 23, 2016 3:21 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; ac cuellar <ac.cuellar@co.hidalgo.tx.us>; Raul Lozano <raul.lozano@co.hidalgo.tx.us>; Katia Garcia <katia.garcia@co.hidalgo.tx.us>; Maria D. Gutierrez <mari.gutierrez@co.hidalgo.tx.us>; darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>; Rey Salazar <rey.salazar@co.hidalgo.tx.us>; Rolando Garcia <rolando.garcia@co.hidalgo.tx.us>
Subject: Review & Approve as to form - C-16-351-09-27-LeFevre Eng Mgt Cons-Pct 1 (FEMA Projects)

Mr. Crain-

Please review and approve as to form agreement # **C-16-351-09-27** (attached hereto) with **LeFevre Engineering & Management Consulting, LLC** for: **(FEMA) projects** within **Precinct 1.**

***Note: will be placing on next 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...

---

image001.jpg
825 B

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 070997178

ENTITY Lefevre Engineering & Management Consulting, LLC Status:Active

DUNS: 070997178 +4: CAGE Code: 7PDJ3 DoDAAC:

Expiration Date: Aug 16, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 612 W Nolana Ste 520
City: Mcallen State/Province: TEXAS
ZIP Code: 78504-3098 Country: UNITED STATES

USER NAME samesinc PASSWORD LOG IN

Forgot Username? Forgot Password?

Create an Account

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Sames, Inc.

DUNS: 834820735 CAGE Code: 66N60

Status: Active

200 S 10th St, Ste 1607
McAllen, TX, 78501-4859 ,
UNITED STATES

Expiration Date: 05/09/2017

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Sames, Inc.
Doing Business As: Sam Engineering & Surveying, Inc.
Business Type: Business or Organization
Last Updated By: Samuel Maldonado
Registration Status: Active
Activation Date: 05/09/2016
Expiration Date: 05/09/2017

Exclusion Summary

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.50.20160823-0937

WWW4

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

AI-56609 **Purchasing Department** **21. B. 2.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of Sole bid received meeting all Specifications/Requirements, for the purpose of award and approval of contract with Rio Grande Hauling, LLC for the Request for Bid titled Hidalgo County Pct 1-"Aggregate Limestone Grade 4" through project No.: 2016-283-08-24-SGS

BACKGROUND

1. 12 packets sent out, with 1 response.
2. Current contract expires: Oct. 28, 2016
3. New contract commences: Oct. 29, 2016
4. Contract Document was reviewed and approved by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-121-005-0-610

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

BUDGETARY IMPACT:

Pct 1 - $105,912.85 as of 09/23/16

Attachments

Recommendation
Participation
Tabulation Sheet
FORM 1295
Legal Approval
Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 04:58 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Sandy Suarez Started On: 09/23/2016 04:27 PM
Final Approval Date: 09/23/2016

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/Concurrence)

TO: Hon. A. C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No. 1

ATTN: Raul Lozano, Chief Administrator
Katia Garcia, Executive Assistant **via email:** katia.garcia@co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: August 24, 2016

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. -2016-283-08-24-SGS Hidalgo County Precinct No. 1-AGGREGATE LIMESTONE GRADE 4

We received one **(1)** response for the above mentioned project. Refer to enclosed copy of the bid tabulation sheet and Bid response for your review and recommendation/non-recommendation. Please indicate approval of this bid to award and/or to reject.

We would like to present your recommendation on the proposed Commissioner's Court Meeting: on **September 9th,** therefore, we need your response by no later than, **August 31, 2016 @ 10:00 a.m.** 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: **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 6-1200-431-00-21-005-0-610

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. 4860. Thank you for your attention and cooperation to this matter.

	Raul Lozano	Pct. 1	8/25/16
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

DEPARTMENT/BID DESCRIPTION-*"HIDALGO COUNTY PRECINCT NO. 1-AGRREGATE LIMESTONE GRADE- 4*

BID OPENING DATE: AUGUST 24 ,2014 | **BID OPENING TIME: 9:30 A.M**

BID NO: 2016-283-08-24-SGS | **BUYER: Sandy Suarez**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1) BORDER PACIFIC MATERIALS Attn: JA Escamilla	BLM	Sandy Suarez	08/02/16	P.O. BOX 156 901 E. 4th St. Rio Grande City, Tx 78582 (O)956-487-5606 jaescamilla@boprr.com
2) Frontera Materials Attn: Barry Ehlinger	BLM	Sandy Suarez	08/02/16	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965 barry@fmitex.com
3) PRIME VENDOR INC. Attn: Kimberly Doumit	BLM	Sandy Suarez	08/02/16	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Email: **bids20@prime-vendor.com**
4) R REYES TRUCKING & TRACTOR SERVICES **Attn:** Johana Reyes	BLM	Sandy Suarez	08/02/16	San Benito, TX. 78586 Ph# / Fax # **(956)399.5050** **rreyestrucking@gmail.com**
5) RHINO CONTRACTORS, LLC Attn: Crist Trevino	BLM	Sandy Suarez	08/02/16	26163 Altas Palmas Harlingen, TX 78552 P 956.364.1737 C 956.246.1815 F 956.412.6240 **Crist@Rhino-RGV.com**
6) SUPERIOR STONE Attn: Carl	BLM	Sandy Suarez	08/02/16	100 N 7th Álamo TX 78516 956-534-1956 **superiorstonergv@aol.com**
7) RIO GRANDE VALLEY AGGREGATE	BLM	Sandy Suarez	08/02/16	2472 N. 83rd St, -PO Box 3030 Edinburg, TX, 78540 (956) 287-7625 F (956) 386-0087 **riograndevallyaggregate@yahoo.com**
8) Attn: Jose Escamilla	EMR	Sandy Suarez	08/02/16	**skamia@aol.com**
9) Delta Aggregate & Landscaping Material Eustacio Rubio	EMR	Sandy Suarez	08/02/16	PO Box 2443 Elsa, TX. 78543 956-472-0174 **Deltaaggregate @aol.com**
10) INTERNATIONAL MATERIALS, LLC	EMR	Sandy Suarez	08/02/16	3408 N. Conway Mission, TX. 78574 956-240-1423 internationalmats@att.net
11) RIO GRANDE HAULING Attn: Mirna or Jose	TR	Sandy Suarez	08/03/16	3521 Old Port Isable Brownsville, TX 78521 956-545-3916 mirna@rghauling.com jose@rghauling.com

12) ONVIA Attn: Jacqueline Sesse	EMR	Sandy Suarez	08/03/16	509 Olive Way Seattle, Washington 98101 P: 206.373.9150 | F: 206.373.8967 jsesse@onvia.com

***VIA:**
IN PERSON (IP)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME & DESCRIPTION OF BID: ***HIDALGO CO. PRECINCT NO. 1-AGGREGATE LIMESTONE GRADE 4"***

BID OPENING DATE: AUGUST 24, 2016	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2016-283-08-24-SGS	**BUYER: SANDY SUAREZ**

PARTICIPATING VENDOR **Sole Bidder**	**LOCATION/PRICE PER TON**	
	OPTION-1 **Material only** (Physical location)	**OPTION-2** **Material & Delivery** (delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)
1) RIO GRANDE HAULING, LLC 1865 Gonzales Rd. Progresso Lakes, TX. 78521	24.74	28.82

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:
2016-109311

Date Filed:
09/08/2016

Date Acknowledged:
09/12/2016

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

Rio Grande Hauling LLC
Brownsville, 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 No.1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-283-08-24-SGS
Purchase and Delivery of Aggregate Limestone Grade #4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hidalgo County Precinct No.1	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-109311

Date Filed:
09/08/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rio Grande Hauling LLC
Brownsville, 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 No.1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-283-08-24-SGS
Purchase and Delivery of Aggregate Limestone Grade #4

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Hidalgo County Precinct No.1	Edinburg, 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.

Irma Elizabeth Capistran
Notary Public,
State of Texas
Expires: 09/15/2019

Jose E. Rodriguez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jose E. Rodriguez, *this the* 8 *day of* September, *20* 16, *to certify which, witness my hand and seal of office.*

IC Capistran
Signature of officer administering oath

Irma Elizabeth Capistran
Printed name of officer administering oath

Notary Public
Title of officer administering oath

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve-Contract #C-16-283-09-27-Rio Grande Hauling LLC-Pct 1

From : Steve Crain <scrain@atlashall.com> Fri, Sep 23, 2016 03:47 PM

Subject : RE: Review & Approve-Contract #C-16-283-09-27-Rio Grande Hauling LLC-Pct 1 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Good to go.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, September 23, 2016 3:38 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>
Subject: Re: Review & Approve-Contract #C-16-283-09-27-Rio Grande Hauling LLC-Pct 1

Here you go Mr. Crain...now complete.
Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-16-283-09-27

THIS AGREEMENT (the "Agreement") is entered into effective as of the **27th** day of **September, 2016** by and between **Rio Grande Hauling, LLC** ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Aggregate Limestone Grade 4 (3/8 Edged Rock, Crushed)" (on an as needed basis),** (the "Product") for **Hidalgo County Precinct No. 1**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **October 29, 2016** and expire on **October 28, 2017** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. **General Provisions.**

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Seller:	Rio Grande Hauling, LLC 1952 South Price Road Brownsville, Texas 78521

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

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

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

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2016.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

COMPANY:
RIO GRANDE HAULING, LLC

By:_____
Printed Name: Fabian De La Garza
Title: Managing Partner

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 01, 2016

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
Request for Bids ***"Aggregate Limestone Grade 4"(3/8 edged rock, crushed)***
Bid No*: 2016-283-08-24-SGS*

Dear Participant(s):

We have updated our RFB packets. Carefully read and review all instructions, requirements, specifications and/or scope of work in this packet.

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/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Precinct No. 1

"Aggregate Limestone Grade 4"
(3/8 edged rock, crushed)
RFB NO: 2016-283-08-24-SGS

Table of Contents

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications	4
4.	Exhibit "B" Bid Page	2
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	2
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandy.suarez@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

August 01, 2016
Date

Bid No: 2016-283-08-24-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4
(3/8" edged rock, crushed)"

BID OPENING DATE: AUGUST 24 2016 @ 9:30 a.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

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4 - (3/8" edged rock, crushed)** 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 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: **"RFB No. 2016-283-08-24-SGS- Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4 - (3/8" edged rock, crushed)"** 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 AM 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 "RFB No.-2016-283-08-24-SGS- Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4 - (3/8" edged rock, crushed)"

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service

data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order and Contract Number (if any)
d) Notation- **Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4 - (3/8" edged rock, crushed)".** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 1
Attn: Katia Garcia
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-8733

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**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 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 SAM - 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.

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. (2016-283), 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: sandy.suarez@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.*

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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 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 PRECINCT NO. 1
"Aggregate Limestone Grade 4 - (3/8" edged rock, crushed)"

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: _____

RIVISED-EXHIBIT "A"

Hidalgo County Precinct No. 1
"AGGREGATE LIMESTONE GRADE 4 -
(3/8" edged rock, crushed)"
BID NO.: 2016-283-08-24-SGS

SPECIFICATIONS/REQUIREMENTS

PROJECT OVERVIEW:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of **Aggregate Limestone Grade 4 - (3/8" edged rock, crushed).** The material will be uncoated and will be purchased on an **"As Needed Basis"** as required by Hidalgo County Precinct No. 1.

OPTION I – PRODUCT ONLY:
Hidalgo County has the option to utilize Precinct No. 1's hauling forces and/or awarded hauling services when and/or if required on an"as needed basis" for the pick up of product.

OPTION II – PRODUCT AND DELIVERY:
Hidalgo County has the option for the purchase and delivery of product by vendor, as follows including but not limited to:

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM1015, Weslaco Texas.
- Contact Person: Raul Lozano, Chief Administrator (956) 968-8733

REQUIREMENTS/ SPECIFICATION/TERMS AND CONDITIONS:

1) Bid price shall be per ton.

2) Hidalgo County Precinct No. 1 **estimates 500 tons of limestone** for stock pile needed. Quantities are estimates only and are not a commitment to purchase. Approximate usage does not constitute an order, but only imples the probable quantitiy that will be used. Commodities will be ordered on an **"As Needed Basis".** Bidder is responsible for accurate final counts.

3) The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

5) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6) Hidalgo County Precinct № 1 reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

7) Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.

8) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.

9) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

10) It is understood and agreed that in case Hidalgo County Precinct 1 should need **"Aggregate Limestone Grade 4 - (3/8" edged rock, crushed)** and it is not available within the time frame needed from the successful bidder, during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

11) Awarded vendor must notify Hidalgo County within a 48 hour period (2 business days) whenever the "**Aggregate Limestone Grade 4 - (3/8" edged rock, crushed)** material is not available.

12) In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

13) Hidalgo County reserves the right to seek purchases for "**Aggregate Limestone Grade 4 - (3/8" edged rock, crushed)** from State Contracts and other Coops, whenever it is in the best interest of the County to do so.

14) All costs and expenses associated with the preparation and submission of (bids, proposals, qualifications and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

15) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

16) Vendor must be in compliance with all TXDOT, Federal, State and OSHA rules and regulations.

17) The bidder awarded the contract **shall not engage** the service of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by

Hidalgo County.

18) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

19) All applicable forms in this packet must be filled out in its entirety, including the Bid page and must be submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, foreseen 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.

    b. 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.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. 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

1) Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. 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, 2802 S. Business Hwy 281,Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL NO LATER THAN, MONDAY, AUGUST 15 2016, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M. WEDNESDAY, AUGUST 17, 2016.**

RIVISED-EXHIBIT "A"

Hidalgo County Precinct No. 1
"AGGREGATE LIMESTONE GRADE 4 -
(3/8" edged rock, crushed)"
BID NO.: 2016-283-08-24-SGS

SPECIFICATIONS/REQUIREMENTS

PROJECT OVERVIEW:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of **Aggregate Limestone Grade 4 - (3/8" edged rock, crushed).** The material will be uncoated and will be purchased on an **"As Needed Basis"** as required by Hidalgo County Precinct No. 1.

OPTION I – PRODUCT ONLY:
Hidalgo County has the option to utilize Precinct No. 1's hauling forces and/or awarded hauling services when and/or if required on an"as needed basis" for the pick up of product.

OPTION II – PRODUCT AND DELIVERY:
Hidalgo County has the option for the purchase and delivery of product by vendor, as follows including but not limited to:

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM1015, Weslaco Texas.
- Contact Person: Raul Lozano, Chief Administrator (956) 968-8733

REQUIREMENTS/ SPECIFICATION/TERMS AND CONDITIONS:

1) Bid price shall be per ton.

2) Hidalgo County Precinct No. 1 **estimates 500 tons of limestone** for stock pile needed. Quantities are estimates only and are not a commitment to purchase. Approximate usage does not constitute an order, but only imples the probable quantitiy that will be used. Commodities will be ordered on an **"As Needed Basis".** Bidder is responsible for accurate final counts.

3) The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

5) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

Revised - EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4"

(3/8 edged rock, crushed)

BID No. 2014-275 08-24-SGS

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT "Aggregate Limestone Grade 4" **(3/8 edged rock, crushed)**			
OPTION- 1 **Material only**		**OPTION- 2** **Material & Delivery**	
Price per ton - picked up at vendor's location by Hidalgo County Precinct #1's forces and/or awarded hauling services. Located at: (**Physical location**): _____ _____ _____	$_____per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$_____per ton

Internal Use Only: NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4"

(3/8 edged rock, crushed)

BID No. 2014-275 08-24-SGS

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

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 EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

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 e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. 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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

Revised - EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4"

(3/8 edged rock, crushed)

BID No. ~~2014-275~~ 2016-283 08-24-SGS

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT "Aggregate Limestone Grade 4" (3/8 edged rock, crushed)			
OPTION- 1 Material only		**OPTION- 2** Material & Delivery	
Price per ton - picked up at vendor's location by Hidalgo County Precinct #1's forces and/or awarded hauling services. Located at: **(Physical location):** 1865 Gonzales Rd Progreso Lakes, TX 78521	$ 27.74 per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$ 28.82 per ton

Internal Use Only: NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

Fabian de la Garza
Rio Grande Hauling

OPENED
9:38 8-24-16

Witnessed

EXHIBIT "B"
Bid Page
HIDALGO COUNTY PRECINCT NO. 1
"Aggregate Limestone Grade 4"
(3/8 edged rock, crushed)
BID No. 2014-275 08-24-SGS

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: Rio Grande Hauling LLC

ADDRESS: 1952 S. Price Rd.

CITY/STATE/ZIP CODE: Brownsville TX 78521

PHONE & FAX NO'S: (956) 542 8167 (956) 986 2775

CELLULAR NO: (956) 739 2806

E-MAIL ADDRESS: fabian@rghauling.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Fabian de la Garza

TITLE Managing Partner

EXHIBIT "C"

CERTIFICATE OF INSURANCE

RIOGRAN-15 CATKINSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/13/2016

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	CONTACT NAME:	
Hughston Insurance Agency, Inc. P.O. Box 8550 Brownsville, TX 78526-8550	PHONE (A/C, No, Ext): (956) 542-4387	FAX (A/C, No): (956) 542-8335
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire Lloyds	43559
INSURER B : Torus National Insurance Co	25469
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Rio Grande Hauling LLC
1952 S. Price Rd.
Brownsville, TX 78521

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						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			20321222	02/02/2016	02/02/2017	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						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			12308073	10/14/2015	10/14/2016	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			73471M161ALI	02/02/2016	02/02/2017	EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	1,000,000
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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)

Additional Insured is included on the General Liability policy per CG7208 09/13.

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

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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:
2016-109311

Date Filed:
09/08/2016

Date Acknowledged:
09/12/2016

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

Rio Grande Hauling LLC
Brownsville, 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 No.1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-283-08-24-SGS
Purchase and Delivery of Aggregate Limestone Grade #4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hidalgo County Precinct No.1	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-109311

Date Filed:
09/08/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rio Grande Hauling LLC
Brownsville, 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 No.1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-283-08-24-SGS
Purchase and Delivery of Aggregate Limestone Grade #4

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Hidalgo County Precinct No.1	Edinburg, 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.

Irma Elizabeth Capistran
Notary Public,
State of Texas
Expires: 09/15/2019

Jose E. Rodriguez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jose E. Rodriguez, *this the* 8 *day of* September, *20* 16, *to certify which, witness my hand and seal of office.*

IC Capistran
Signature of officer administering oath

Irma Elizabeth Capistran
Printed name of officer administering oath

Notary Public
Title of officer administering oath

AI-56366 **Purchasing Department** **21. B. 3.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following listed construction contract documents as awarded by Commissioners' Court on September 06, 2016 (AI#56190) and as reviewed and approved by Legal Counsel for the following H C Precinct No 1- Paving and Drainage Improvements Projects:

	Project Name	Contract Number	Awarded Contractor	Amount:
1)	Nittler Road	C-16-289-09-06	IOC Company, LLC	$1,167,775.65
2)	Mile 9	C-16-290-09-06	Bearkat Construction, LLC	$648,048.00

BACKGROUND

Engineer for Projects: TEDSI Infrastructure Group
CC 03/22/16 AI-53764 – Approval to submit DR-4223
CC 05/17/16 AI-54597 – Approval to accept PA-06-TX-4223-PW-01362
CC 05/25/16 AI-54647 –TEDSI - Professional Engineering Agreement# C-16-165-05-25
CC 08/09/16 AI-55498 – RFB
CC 09/06/16 AI-56190 – Award the Base Bid

Note: PA-06-TX-4223-PW-01362 Period of Performance: 03/08/16-11/29/16

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-801-5-721

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

BUDGETARY IMPACT:

REQ #306558
Nittler Rd (Site 2 of 12)

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-809-5-721

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

BUDGETARY IMPACT:

Mile 9 (Site 9 of 12)

FISCAL YEAR: 2015 **ACCT. #:** 6-1280-431-00-121-807-5-721

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

BUDGETARY IMPACT:

Mile 9 North (Site 7 of 12)

Attachments

CONTRACT
Contract
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 04:34 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Yolanda Velasquez Started On: 09/14/2016 10:39 AM
Final Approval Date: 09/23/2016

Contract Number: C-16-289-09-06

Hidalgo County Precinct No.1

SPECIFICATIONS AND FORMS OF CONTRACT, BOND, AND PROPOSAL
FOR

Paving and Drainage Improvements for Nittler Road

RECONSTRUCTION OF ROADWAY AND REGRADE OF ROADSIDE DITCHES
ALONG NITTLER ROAD, FROM FM 493 TO FM 88.
HIDALGO COUNTY, TEXAS

Prepared for:

Hidalgo County Precinct 1

HIDALGO COUNTY OFFICIALS

RAMON GARCIA, COUNTY JUDGE
A.C. CUELLAR JR, COMMISSIONER, PCT 1
EDUARDO CANTU, COMMISSIONER, PCT 2
JOE M. FLORES, COMMISSIONER, PCT 3
JOSEPH PALACIOS, COMMISSIONER, PCT 4

Prepared by:

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE Firm No. 1640
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

PROJECT ENGINEER: MARK D. CORBITT, P.E.

September 2016

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INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid for each of the following projects:

Bid No.:	Bid Description:	Opening Date:
2016-289-08-31-YZV	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Nittler Road	August 31, 2016
2016-290-08-31-YZV	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 9 North Road	August 31, 2016

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: TEDSI Infrastructure Group Inc., at 1201 E. Expressway 83, Mission, Texas 78572 Phone No. **(956) 424-7898** for the amount of **$ 100.00 each.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.
The PDF version of bid packets may be obtained via email **at no cost** by emailing your request to the Projected Engineer at the following address: dsolis@tedsi.com

PRE-BID CONFERENCE is scheduled for **MONDAY, AUGUST 22 2016** at **3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo.
A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $25,000, and a Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $100,000.

UPON SUBMITTING SEALED BIDS, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet (SEPARATELY FOR EACH PROJECT) as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid Number** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain **one (1) original and three (3) copies** of bid and must be clearly identified and addressed for delivery to:

HIDALGO COUNTY PURCHASING DEPARTMENT, Attn: Martha L. Salazar, CPPB, County Purchasing Agent.

HIDALGO COUNTY NEW ADMINISTRATION BUILDING

US Postal Mail/Courier Address: 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 a.m. on Wednesday, August 31, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

Typed-written Requests For Information (RFI) shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by August 23, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 09th of August, 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

Bidders Documents

INSTRUCTIONS TO BIDDERS

LEGAL NOTICE **BID NO.: 2016-289-08-31-YZV**

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR NITTLER ROAD"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-289-08-31-YZV HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR NITTLER ROAD"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 3:00 P.M., WEDNESDAY, AUGUST 31, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO - HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR NITTLER ROAD" -RFB NO.: 2016-289-08-31-YZV-** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY OF GOODS AND SERVICES INSTRUCTIONS (when applicable):

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **Hidalgo County Precinct No.1 Paving and Drainage Improvements for Nittler Raod" -RFB NO.: 2016-289-08-31-YZV**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 3:00 P.M.	**AUG. 31, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, **2016**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from

another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. **Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-289), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the

presence of a notary and submitted to our office via email to: yolanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

FORM CIS IS THE SOLE RESPONSIBILITY OF THE COUNTY. (FORM IS INCLUDED FOR INFORMATION PURPOSE ONLY)- SHOULD YOU HAVE ANY QUESTIONS REGARDING HB23, (FORM CIS) PLEASE DIRECTED YOURSELF AND/OR CONSULT WITH YOUR LEGAL COUNSEL.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this Request for Bid (RFB), in their response (except for the CIQ form if NON APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.

BID PROPOSAL

Hidalgo County Purchasing Department
ATTENTION: Martha Salazar
2802 S. Business Hwy 281
Edinburg, Texas 78539

Dear Ms. Salazar:

The undersigned Bidder, pursuant to the foregoing Notice and Instructions to Bidders for **Bid Number: 2016-289-08-31-YZV – Paving and Drainage Improvements for Nittler Road** located in Hidalgo County, together with all appurtenances (hereinafter called "Project"), having examined the Drawings and Specifications and related Contract Documents and the site of the proposed work, and being familiar with all the conditions surrounding construction of the proposed Project, including the availability of labor and materials, will construct the Project in accordance with the Contract Documents and addenda thereto, within the time set forth therein, for the prices and Bid stated under Item A on the following pages of this Bid Proposal. The prices and/or amounts shown are to cover all costs, including profit and overhead, incurred in performing the work required under the Contract Documents, of which this Bid is a part. (Note: It is understood that those bid items identified shall be considered as pay items, all other work shall be incidental to the various bid items. It is also noted that estimated quantities are provided for information only.)

The undersigned Bidder further acknowledges that the price includes acknowledgement and understanding of all receipt of all Addenda as identified under Item B on the following pages of this Bid Propsal.

The undersigned Bidder agrees to commence work within ten (10) working days of written notice to commence work and to substantially complete the work on which he has bid 90 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for:
_____ Dollars (_____);

or a Bid Bond in the sum of:
5% CAB Dollars (5% CAB); which is agreed either shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Respectfully submitted.

BIDDER: IOC Company LLC

Principal Signature: _____ Date: 08-31-16

Corporate Seal (if applicable):

Name / Title: Oscar Cuellar / Managing Member

Address: 9312 E Curve Rd Edinburg TX 78542
(Street, City, State, Zip)

Telephone: 956-380.2897

Signaure: _____ Date: 08-31-16
Witness to Principal

Printed Name / Title: Nicola Iuvone / Estimator

OPENED 9:46 8-31-16

Paving and Drainage Improvements for Nittler Road
Hidalgo County Precinct No. 1
Bid Number: 2016-289-08-31-YZV

Witnessed

A. BID

BASE BID - NITTLER ROAD					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
0110	EXCAVATION (ROADWAY)	13,051	CY	$ 4.25	$ 55,466.75
0132	EMBANKMENT (FINAL) (DENS CONT) (TY C)	525	CY	$ 4.25	$ 2,231.25
0247	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	9,557	CY	$ 23.90	$ 228,412.30
0260	LIME TRT (NEW BASE)(6")	57,342	SY	$ 1.60	$ 91,747.20
0260	LIME TRT (EXIST MATL)(2")	57,342	SY	$ 1.40	$ 80,278.80
0260	LIME (HYD, COM, OR QK(SLURRY))	323	TON	$ 170.00	$ 54,910.00
0310	PRIME COAT (MC-30)	9,831	GAL	$ 4.25	$ 41,781.75
0341	D-GR HMA TY-D SAC-A PG64-22	5,604	TON	$ 73.25	$ 410,493.00
0666	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	4,620	LF	$ 1.00	$ 4,620.00
0760	DITCH CLEANING AND RESHAPING	36,650	LF	$ 2.60	$ 95,290.00
5001	GEOGRID BASE REINFORCEMENT (TY I)	57,342	SY	$ 1.30	$ 74,544.60
7000	STORMWATER POLLUTION PREVENTION PLAN *	1	LS	$ 5,000.00	$ 5,000.00
8000	TRAFFIC CONTROL PLAN **	1	LS	$ 23,000.00	$ 23,000.00
				BASE BID TOTAL (in figures)	$ 1,167,775.65

In words: One million one hundred sixty seven thousand seven hundred & seventy five dollars. with sixty five cents.

In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.

* THE CONTRACTOR SHALL PROVIDE AN SW3P PLAN IN ACCORDANCE WITH ITEM 7000

** THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH ITEM 8000

PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Oscar Cuellar, as Principal of IOC Company LLC possess all of the following applicable and necessary requirements and required documents to perform and provide the Work associated with the Project: **Bid Number: 2016-289-08-31-YZV – Paving and Drainage Improvements for Nittler Road.**

(1) Licenses:

(2) Bonds:
- ☑ Bid Bond
- ☐ Performance Bond
- ☐ Payment Bond

(3) Certificates:
- ☑ Certificates of Insurance or Insurance Requirements Acknowledgement

(4) Affidavits:
- ☑ Non-Collusion Affidavit Of Prime Bidder
- ☑ Sales Tax and Local Sales Tax Exemption Certificate

(5) Permits:

(6) Conflict of Interest Questionnaire

Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a Contract with Hidalgo County and proceed to complete the project in a timely manner, and within the Contract Time identified in the Contract. I understand that any licenses, bonds, certificates, permits or other requirements must be presented as part of my Bid package in order to expedite the bid evaluation process, and that failure to provide said documentation will result in the disqualification of my Bid.

BIDDER: IOC COMPANY, L.L.C.

Principal Signature: _____ Date: 08/31/16

Name / Title: Managing Member

Address: 9312 E Curve Rd. Edinburg TX 78542
(Street, City, State, Zip)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

IOC Company, LLC

9312 E. Curve Street,Edinburg, TX 78542

as Principal, hereinafter called Principal, and

Allied World Insurance Company
199 Water Street,New York, NY 10038

a corporation duly organized under the laws of the State of **NH**
as Surety, hereinafter called Surety, are held and firmly bound unto

Hidalgo County Purchasing Department

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of the Greatest Amount Bid 5% G.A.B.** Dollars ($-------),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Paving and Drainage Improvements for Nittler Road

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **31st** day of **August**, **2016**.

(Witness)

IOC Company, LLC (Principal) (Seal)

(Title)

Sondra Grider
(Witness)

Sondra Grider

Allied World Insurance Company (Surety) (Seal)

Brock Baldwin (Title) ,Attorney in Fact

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contract the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
Fax No. (512) 475-1771

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.

Allied World Surety

Division of Allied World Insurance Company
30 S. 17th St., Suite 810
Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: June 9, 2016 | No. 27949-A1309 | Single Transaction Limit: $10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s):	Brady K. Cox	Darrell Blaine Allen William D. Baldwin
	Brock Baldwin	Brent Baldwin
FIRM:	Baldwin-Cox Agency, LLC 5930 Preston View Boulevard #200 Dallas, TX 75240	

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 9th day of June, 2016

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ELIZABETH K. BIELLI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 20 8

Title: Senior Vice President - Surety

State of Pennsylvania)
County of Philadelphia)ss.

On this 9th day of June, 2016, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary
My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Daniel Zharkovky, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 31st day of August 2016

Daniel Zharkovky, AVP, Assistant General Counse

SUR 00046 00(3/2013)

Paving and Drainage Improvements for Nittler Road
Hidalgo County Precinct No. 1
Bid Number: 2016-289-08-31-YZV

INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, Oscar Cuellar, authorized representative for IOC COMPANY LLC, hereby acknowledge Hidalgo County's insurance requirements, and will meet said requirements by checking one of the following:

☑ Said insurance requirements will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioner's Court meeting; (*an insurance certificate for the required insurance limits shall be provided to the Hidalgo County Purchasing Department by no later 9:30 am.. the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and Hidalgo County);

☐ We currently carry the following:

Automobile Liability $ 1,000,000 General Liability: $ 1,000,000

And, to meet Hidalgo County's insurance requirements, will acquire any additional amount needed to meet the Hidalgo County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioner's Court meeting(*an insurance certificate for the required insurance limits shall be provided to the Hidalgo County Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and Hidalgo County);

☑ We already meet said insurance requirements, and have attached a copy of the certificate of insurance.

Further, it is understood that failure to provide Certificates of Insurance at the Hidalgo County Commissioner's Court meeting will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of insurance will be monitored / verified on **a quarterly basis** to ensure coverage policy is in place.

BIDDER: IOC COMPANY LLC

Signature: _____ Date: 08/31/16

Name / Title: Oscar Cuellar / Managing Member

Address: 9312 E Curve Rd Edinburg TX 78542
(Street, City, State, Zip)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/20/2016

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
BancorpSouth Insurance Services, Inc.
GEM Insurance
3355 West Alabama Suite 850
Houston TX 77098

CONTACT NAME: Stephanie Dexter
PHONE (A/C, No, Ext): 713-622-2330 **FAX (A/C, No):** 713-622-2053
E-MAIL ADDRESS: stephanie.dexter@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Charter Oak Fire Insurance Company	25615
INSURER C: Great American Insurance Co.	16691
INSURER D: Travelers Casualty and Surety Compa	19038
INSURER E:	
INSURER F:	

INSURED IOCCOMP-01
IOC Company, LLC; IOC Trucking, LLC;
Terra Firma Materials, LLC
PO Box 4737
Edinburg TX 78540

COVERAGES **CERTIFICATE NUMBER:** 137250944 **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	
B	X COMMERCIAL GENERAL LIABILITY			CO2G27413A	9/7/2016	9/7/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$5,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$1,000,000
	OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			BA2G289781	9/7/2016	9/7/2017	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)	$
	X MCS-90							$
C	X UMBRELLA LIAB X OCCUR			TUU481609002	9/7/2016	9/7/2017	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB2G321109	9/7/2016	9/7/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

*
*
*
*
*
*
See Attached...

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Earl G. Schneider

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AGENCY CUSTOMER ID: IOCCOMP-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
BancorpSouth Insurance Services, Inc.	IOC Company, LLC; IOC Trucking, LLC; Terra Firma Materials, LLC PO Box 4737 Edinburg TX 78540
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

*

The General Liability and Auto policies include a blanket additional insured provision which includes primary and non-contributory wording on the basis which provides additional insured status to the certificate holder only when there is a written contract between the named insured and the additional insured that requires such status subject to policy terms, conditions and exclusions.

The General Liability, Auto, and Workers Compensation policies include a blanket waiver of subrogation endorsement and a blanket 30-day notice of cancellation endorsement that provides these features only when there is a written contract between the named insured and the certificate holder that requires it.

The Umbrella policy is follow form.

Workers Compensation Excluded Officers: Ismelda Cuellar; Oscar Cuellar; Nancy Cuellar-Davenport
Workers Compensation includes USL&H

Project Name: Hidalgo County Precinct No. 1 Paving and Drainage Improvements for Nittler Road
Contract #C-16-289-09-06

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Paving and Drainage Improvements for Nittler Road
Hidalgo County Precinct No. 1
Bid Number: 2016-289-08-31-YZV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

The State of Texas §
§
County of Hidalgo §

Oscar Cuellar being first duly sworn, deposes and says that

(1) He is Managing Member, of IOC COMPANY LLC the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest. including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract. or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5)The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees. or parties in interest. including this affiant.

BIDDER: IOC COMPANY LLC

Signature: _____ Date: 08/31/16

Name / Title: Oscar Cuellar / Managing Member

Address: 9312 E Curve Rd Edinburg TX 78542
(Street, City, State, Zip)

Subscribed and sworn to before me this 31st day of Aug, 2016

By: Martina I Carrisales Notary Public in and for Hidalgo County, Texas.

My commission expires January 10, 2017

MARTINA ISABEL CARRISALES
My Commission Expires
January 10, 2017

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.**

IOC COMPANY LLC

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Hidalgo County

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

08/31/16

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 PRECINCT No. 1
"PAVING AND DRAINAGE IMPROVEMENTS FOR NITTLER ROAD
BID 2016-289-08-31-YZV

BIDDER'S ACKNOWLEDGEMENT

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: IOC Company, LLC.

Address: 9312 E Curve Rd Edinburg TX 78542

Signature _____ Date 08-31-16

Printed Name: Oscar Cuellar

Title: Managing Member

August 23, 2016

RE:
ADDENDUM NO.1
RFB No. 2016-289-08-31-YZV (Nittler Rd.).

Attn Bidders:

Attached you will find **ADDENDUM NO. 1 (1 PAGE TOTAL)** in connection with **RFB No. 2016-289-08-31-YZV (Nittler Rd.).**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 424-7022 or EMAIL TO: dsolis@tedsi.com.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 424-7898.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **RFB No. 2016-289-08-31-YZV (Nittler Rd.).**

Thank you for your prompt attention to this matter.

Mark D. Corbitt, P.E., Project Manager
TEDSI Infrastructure Group Inc.

BY: 8/29/16
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

ADDENDUM NO. 1

August 23, 2016

RFB No. 2016-289-08-31-YZV
Nittler Rd.

PLEASE NOTE CHANGES AS FOLLOWS:

I. **On Page 1 of Instructions to bidders, Legal Notice the deadline for submitting bids should be "9:30AM, Wednesday, August 31, 2016" as stated in the original advertisement. The revised sheet has been attached to this addendum.**

I, IOC Company LLC, acknowledge receipt of ADDENDUM NO. 1 dated, August 23, 2016 for **"RFB No. 2016-289-08-31-YZV (Nittler Rd)"**

Eloy Tello IOC Company LLC
Printed Bidder Name

8/29/16
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

August 25, 2016

RE:
ADDENDUM NO. 2
RFB No. 2016-289-08-31-YZV (Nittler Rd.).

Attn Bidders:

Attached you will find **ADDENDUM NO. 2 (1 PAGE TOTAL)** in connection with **RFB No. 2016-289-08-31-YZV (Nittler Rd.).**

Please add this **ADDENDUM NO. 2** to your bid packet so as to permit your company to submit a complete bid.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice to us VIA FAX AT (956) 424-7022 or EMAIL TO: dsolis@tedsi.com.

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 424-7898.

Please be advised that this **ADDENDUM NO. 2** will complete your bid packet for **RFB No. 2016-289-08-31-YZV (Nittler Rd.).**

Thank you for your prompt attention to this matter.

Mark Corbitt

Mark D. Corbitt, P.E., Project Manager
TEDSI Infrastructure Group Inc.

BY: Eloy Tello 8/29/16

ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

ADDENDUM NO. 2

August 25, 2016

RFB No. 2016-289-08-31-YZV
Nittler Rd.

PLEASE NOTE CHANGES AS FOLLOWS:

I. **Please refer to the answers to questions noted on the attached project memo.**
   i. **Question 1 refers to addendum 1 previously issued**
   ii. **Question 2 refers to the type of Geogrid to be provided (BX1200 or equivalent).**

I, IOC LLC, acknowledge receipt of ADDENDUM NO. 2 dated, August 25, 2016 for **"RFB No. 2016-289-08-31-YZV (Nittler Rd.)"**

Eloy Tello - IOC Company LLC
Printed Bidder Name

8/29/16
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

B. ADDENDA

Receipt of the following Addenda is acknowledged as follows:

ADDENDUM	ADDENDUM DATE	ACKNOWLEDGEMENT	
No. 1	08/23/16	Signature: Eloy Tello	Date: 08/29/16
No. 2	08/25/16	Signature: Eloy Tello	Date: 08/29/16
No. 3	_____	Signature: _____	Date: _____
No. 4	_____	Signature: _____	Date: _____

Contract Requirements

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-289-09-06

This Agreement, entered into this **6th** day of **September, 2016** by and between Hidalgo County (hereinafter called the "OWNER," and, **IOC Company, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"Paving and Drainage Improvements for Nittler Road"

Hereinafter called the project, for the sum of **One Million One Hundred Sixty Seven Thousand Seven Hundred Seventy Five dollars and Sixty Five Cents ($1,167,775.65)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON _____ **,2016 .**

CONTRACTOR: _____
Print Name & Title: Oscar Cuellar, managing member
Name of Firm: IOC Company, LLC
Address: 9312 E. Curve Rd
Edinburg, Tx 78542
Fed I.D. #/SS #: 36-457 6062

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 21st day of September, 2016, by Managing Member Of and on behalf of IOC Company, LLC
(Title) (A corporation)

NOTARY PUBLIC STATE OF TEXAS
MARTINA ISABEL CARRISALEZ
My Commission Expires
January 10, 2017

Martina I. Carrisalez
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

Paving and Drainage Improvements for Mile 9 North Road
Hidalgo County Precinct No. 1
Contract Number - C-16-289-09-06

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

The State of Texas §
§
County of Hidalgo §

Oscar Cuellar being first duly sworn, deposes and says that

(1) He is Managing Member, of IOC Company, LLC, the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5)The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BIDDER: IOC Company, LLC

Signature: _____ Date: _____

Name / Title: Oscar Cuellar, managing member

Address: 9312 E. Curve Rd. Edinburg, Tx 78542
(Street, City, State, Zip)

MARTINA ISABEL CARRISALEZ
My Commission Expires
January 10, 2017

Subscribed and sworn to before me this 21st day of September, 2016

By: Martina I. Carrisalez Notary Public in and for Hidalgo County, Texas.

My commission expires January 10, 2017.

PART I

CONTRACT AWARD FORMS AND CERTIFICATIONS

FORMS TO SIGN BY CONTRACTOR AS PART OF EXECUTED AGREEMENT:

I.1 NON-COLLUSION AFFIDAVIT OF CONTRACTOR

I.2 PERFORMANCE BOND

I.3 PAYMENT BOND

I.4 INSURANCE REQUIREMENTS AND CONTRACTOR'S CERTIFICATE OF INSURANCE

I.5 SALES TAX AND LOCAL SALES TAX CERTIFICATE

FORMS TO SIGN PRIOR TO FINAL PAYMENT / ACCEPTANCE OF WORK:

I.6 AFFIDAVIT AND WAIVER OF LIEN – PRIME CONTRACTOR

I.7 RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS AND PRODUCT VENDORS

I.8 CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

OTHER:

I.9 WAGE RATES (GENERAL DECISION NUMBER: TX140008 01/03/2014)

Paving and Drainage Improvements for Mile 9 North Road
Hidalgo County Precinct No. 1
Contract Number - C-16-289-09-06

FORM I.1

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

The State of Texas §
§
County of Hidalgo §

Oscar Cuellar being first duly sworn, deposes and says that:

(1) He / She is Managing Member of IOC Company, LLC, the Contractor that submitted the Bid on the accepted Contract Price;

(2) He / She is fully informed respecting the preparation and contents of the Bid on the accepted Contract Price and of all pertinent circumstances respecting such Bid;

(3) Such Bid on the accepted Contract Price is genuine and is not a collusive or sham Bid;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Bid on the accepted Contract Price or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Bid on the accepted Contract Price are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

CONTRACTOR: IOC Company, LLC

Signature: _____ Date: _____

Name / Title: Oscar Cuellar, managing member

Address: 9312 E. Curve Rd. Edinburg, TX 78542
(Street, City, State, Zip)

NOTARY PUBLIC STATE OF TEXAS
MARTINA ISABEL CARRISALEZ
My Commission Expires
January 10, 2017

Subscribed and sworn to before me this 21st day of September, 2016.

By: Martina I. Carrisalez Notary Public in and for Hidalgo County, Texas.

My commission expires January 10, 2017.

Paving and Drainage Improvements for Mile 9 North Road
Hidalgo County Precinct No. 1
Contract Number - C-16-289-09-06

Bond No. S001-4132

FORM I.2

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, IOC Company, LLC as Principal, and Allied World Insurance Company as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** (hereinafter called the Oblige) in the amount of One Million One Hundred Sixty Seven Thousand Seven Hundred Seventy Five and 65/100 Dollars ($1,167,775.65) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 6th day of September, 2016, for **Contract No.** C-16-289-09-06 **Paving and Drainage Improvements for Mile 9 North Road**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the Work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021 (b), for the benefit of Oblige and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 6th day of September A.D., 2016.

CONTRACTOR: IOC Company, LLC

Principal Signature: _____ Date: 9/6/2016

Name / Title: Oscar Cuellar, managing member

Address: 9312 E. Curve Street, Edinburg, TX 78542
(Street, City, State, Zip)

Signaure: _____ Date: 9/6/2016
Witness to Principal

Printed Name / Title: Nancy C. Davenport, member

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature: _____ Corporate Seal:

Date: _____

Paving and Drainage Improvements for Mile 9 North Road
Hidalgo County Precinct No. 1
Contract Number - C-16-289-09-06

Bond No. S001-4132

FORM I.3
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, IOC Company, LLC as Principal, and Allied World Insurance Company as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** (hereinafter called the Oblige) in the amount of One Million One Hundred Sixty Seven Thousand Seven Hundred Seventy Five and 65/100 Dollars ($1,167,775.65) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 6th day of September, 2016, for **Contract No.** C-16-289-09-06 **Paving and Drainage Improvements for Mile 9 North Road**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021(c) for the beneficiaries described by such sub-section, and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 6th day of September A.D., 2016.

CONTRACTOR: IOC Company, LLC

Principal Signature: _____ Date: 9/6/2016

Name / Title: Oscar Cuellar, Managing Member

Address: 9312 E. Curve Street, Edinburg, TX 78542
(Street, City, State, Zip)

Signaure: _____ Date: 9/6/2016
Witness to Principal

Printed Name / Title: Nancy C. Davenport, member

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature: _____ Corporate Seal:

Date: _____

Paving and Drainage Improvements for Mile 9 North Road
Hidalgo County Precinct No. 1
Contract Number - C-16-289-09-06

PAYMENT BOND, CONT'D.

ATTEST:

(Surety) Secretary Neira Hernandez, Witness

(SEAL)

SURETY: Allied World Insurance Company

Attorney-In-Fact Signature

Printed Name: Brock Baldwin, Attorney-in-Fact

Address: 199 Water Street
(Street)
New York, NY 10038
(City, State, Zip)

Witness to Surety Trenae Donovan

Address: 5930 Preston View Blvd, Ste 200
(Street)
Dallas, TX 75240
(City, State, Zip)

Notes: (1) Date of Bond must be prior to date of Contract.
(2) Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
(3) Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
(4) If Contractor is partnership, all partners must sign and execute BOND.
(5) Indicate County or Parish and State.

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contract the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
Fax No. (512) 475-1771

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.

Allied World Surety

Division of Allied World Insurance Company
30 S. 17th St., Suite 810
Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: June 9, 2016 No. 27949-A1340 Single Transaction Limit: $10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s):	Brady K. Cox	Darrell Blaine Allen William D. Baldwin
	Brock Baldwin	Brent Baldwin
FIRM:	Baldwin-Cox Agency, LLC 5930 Preston View Boulevard #200 Dallas, TX 75240	

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 9th day of June, 2016

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ELIZABETH K. BIELLI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 5, 2018

Title: Senior Vice President - Surety

State of Pennsylvania)
County of Philadelphia)ss.

On this 9th day of June, 2016, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary
My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the **ALLIED WORLD INSURANCE COMPANY (the "Corporation")**, on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, **Daniel Zharkovky,** Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this _____ day of _____, 20___.

ALLIED WORLD INSURANCE COMPANY 0039 NEW HAMPSHIRE

Daniel Zharkovky, AVP, Assistant General Counsel

SUR 00046 00(3/2013)

FORM I.4

CONTRACTOR'S CERTIFICATE OF INSURANCE

The Contractor shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the Contractor in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

(1) Automobile liability insurance policy with limits of at least three hundred thousand dollars ($300,000.00) per person and five hundred thousand dollars $500,000.00 per occurrence, consistent with potential exposure to Hidalgo County under the Texas Tort Claims Act. Coverage should injury to or death of persons and property damage claims (with limits up to five hundred thousand dollars ($500,000.00)) arising out of the services provided to Hidalgo County hereunder;

(2) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(3) A five hundred thousand dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of Hidalgo County consistent with potential exposure of Hidalgo County under the Texas Tort Claims Act;

(4) Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming Hidalgo County as an additional insured shall be submitted to Hidalgo County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to Hidalgo County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to Hidalgo County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

FORM I.5

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H)(4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122A, revised civil statutes of Texas, and Article 1066 (C), entitle Local Sales and Use Tax, revised civil statutes of Texas.

The Contractor performing this Contract may purchase, rent, or lease materials, supplies, equipment used or consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No. 95.9.07. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 905.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 21 day of September 2016

CONTRACTOR: JDC Company, LLC

Principal Signature: _____ Date: 9-21-16

Name / Title: Nancy C. Davenport

Address: 9312 E. Curve Rd. Edinburg, TX 78542
(Street, City, State, Zip)

FORM I.6

AFFIDAVIT AND WAIVER OF LIEN CONTRACTOR

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all product suppliers, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of **Contract No.** _____ **Paving and Drainage Improvements for Mile 9 North Road**, Project, have been paid in full, and that the above named Contractor waives any claims and releases to Hidalgo County, Owner, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

The above named Contractor agrees to indemnify the Owner and save him harmless on account of any loss Contractor may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien Contractor may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.7

RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS AND PRODUCT VENDORS

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR AND SUBMITTED PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of subcontract for furnishing labor or products in the construction of **Contract No.** _____ **Paving and Drainage Improvements for Mile 9 North Road**, Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County, Owner, and _____, Contractor, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

SUB-CONTRACTOR OR VENDOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.

My commission expires _____.

FORM I.8

CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that to the best of his knowledge and belief, except as listed below, the Releases and Waivers of Claim attached hereto include all subcontractors and vendor of labor, products, and equipment provided by all persons who may have liens against the property of Hidalgo County, Owner, arising out of the construction of **Contract No.** _____ **Paving and Drainage Improvements for Mile 9 North Road** Project.

Exceptions: (If none, write "None".) Any exception listed shall be bonded by the Contractor to indemnify the Owner, and a copy of each bond shall be attached hereto.

1.
2.
3.
4.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.9

WAGE RATES

(GENERAL DECISION NO: TX160008 01/08/2016)

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	

Front End Loader, 3 CY or less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator, Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

PART II

GENERAL CONDITIONS

II.1 STANDARD GENERAL CONDITIONS

II.2 SUPPLEMENTARY GENERAL CONDITIONS

II.3 GOVERNING SPECIFICATIONS

II.4 GENERAL NOTES

II.1

STANDARD

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, perfomance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions jn or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the perfomance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

II.2 SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirety and insert the following in its place:

*The **owner** qualifies for the state and local tax exemption in the purchase of certain materials and equipment, the **Contractor** shall utilize the form provided herewith exhibit "D".*

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3 Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace "**Ten days**" with "**Thirty days**" to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by the OWNER TO CONTRACTOR.

SC Article 16 Add the following languague at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The **Contractor**'s attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

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ENGINEER'S CERTIFICATION

The selected Specifications, Special Provisions, Special Specifications, General Notes and Specification Data in this document have been selected by me, or under my responsible supervisions as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

The seal appearing on this document was authorized by:

Engineer's Name: **Mark D. Corbitt, P.E.**

Engineer Signature: Mark Corbitt

Date: **August 16, 2016**

II.3 GOVERNING SPECIFICATIONS

The following specifications and special provisions are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the specifications and below, and including the special provisions listed below, constitute the governing specifications for this Contract.

STANDARD SPECIFICATIONS

List of Governing General Specifications

- Item 1 thru 9
- Item 105
- Item 110
- Item 132
- Item 204
- Item 210
- Item 216
- Item 247
- Item 300
- Item 301
- Item 310
- Item 316
- Item 320
- Item 341
- Item 421
- Item 440
- Item 441
- Item 442
- Item 445
- Item 520
- Item 560
- Item 585
- Item 636
- Item 643/644
- Item 656
- Item 662
- Item 666
- Item 677
- Item 678
- Item 760

Note: the general specifications listed above can be found online at:

http://www.txdot.gov/business/resources/txdot-specifications.html

under **"2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.**

SPECIAL PROVISIONS

The following special provisions to the standard specifications are enclosed herewith, and are listed as follows:

SPECIAL SPECIFICATIONS

The following special specifications are listed as follows, and enclosed herewith:

Special Specification 5001
Geogrid Base Reinforcement

1. DESCRIPTION

Furnish and place geogrid base reinforcement in accordance with the lines and grades shown on the plans or as directed.

2. MATERIALS

Provide geogrid base reinforcement, of the type shown on the plans, meeting the requirements of DMS-6240 "Geogrid for Base/Embankment Reinforcement." Use roll widths and lengths shown on the plans or as approved.

3. CONSTRUCTION

Prepare the subgrade as indicated on the plans or as directed. Set string lines for alignment if directed. Install geogrid in accordance with the lines and grades as shown on the plans. Place base material in lift thicknesses and compact as shown on the plans or as directed. Do not operate tracked construction equipment on the geogrid until a minimum fill cover of 6 in. is achieved. Rubber tire construction equipment may operate directly on the geogrid at speeds of less than 5 mph if the underlying material will support the loads. Where excessive substructure deformation is apparent, correct grid placement operations as recommended by the manufacturer or as directed

3.1. **Geogrid Placement.** Orient the geogrid length as unrolled parallel to the direction of roadway. Overlap geogrid sections as shown on the plans or as directed. Use plastic ties at overlap joints or as directed. Placement of geogrid around corners may require cutting and diagonal lapping. Pin geogrid at the beginning of the backfill section as directed. Keep geogrid taut at the beginning of the backfilling section but not restrained from stretching or flattening.

3.1.1. **Longitudinal Joints.** Overlap longitudinal joints by a minimum of 1 ft. Space longitudinal ties 10 ft. to 20 ft. or as directed.

3.1.2. **Transverse Joints.** Overlap transverse joints by a minimum of 1 ft. Space transverse ties 4 ft. to 5 ft. or as directed.

3.2. **Damage Repair.** As directed, remove and replace contractor damaged or excessively deformed areas without additional compensation. Lap repair areas a minimum of 3 ft in all directions. Tie each side of repair grid in at least 3 locations but do not exceed normal construction spacing; tie spacing for odd shapes will be as directed. Repair excessively deformed materials underlying the grid as directed

4. MEASUREMENT

Geogrid base reinforcement will be measured by the square yard of roadway placement as shown in the plans with no allowance for overlapping at transverse and longitudinal joints.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" are paid for at the unit bid price for "Geogrid Base Reinforcement" of the type specified. This

price is full compensation for furnishing, preparing, hauling and placing materials including labor, materials, freight, tools, equipment and incidentals.

SPECIAL SPECIFICATION

Item 7000

Surface Water Pollution Prevention Plan (SW3P) & Implementation

1. DESCRIPTION

The Contractor will provide the following for this item:

- An SW3P plan that is approved by the Engineer/Owner
- Necessary permits (i.e. – NOI) and associated fees
- All BMPs as indicated on the approved SW3P plan
- Maintenance and inspection of the SW3P upon its implementation and until a NOT (Notice of Termination) has been filed and accepted by the TCEQ

2. MATERIALS

Furnish materials shown in the contractor provided SW3P and as approved by the engineer/owner.

3. CONSTRUCTION

The Contractor will maintain the SW3P in accordance with TCEQ requirements throughout construction and until the NOT has been filed by the contractor with the TCEQ.

4. MEASUREMENT

This Item will be paid as a Lump Sum Item

5. PAYMENT

Payment for Storm Water Pollution Prevention Plan will include all labor, equipment and materials to complete the work as described in the approved SW3P plan and any necessary permits and associated fees.

SPECIAL SPECIFICATION

Item 8000

Traffic Control Plan and Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide a Traffic Control Plan (TCP) that has been signed and sealed by a Licensed Professional Engineer. Submit the TCP to the owner and/or project engineer for review and approval prior to implementation of the TCP.

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

2. CONSTRUCTION

Comply with all local, state and federal safety requirements.

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit any Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. Changes must conform to guidelines established in the TMUTCD using approved products from the Texas Department of Transportation's Compliant Work Zone Traffic Control Device List or County approved equivalents.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

Traffic Control Plan and Barricades, Signs, and Traffic Handling will be measured by the Lump Sum.

4. PAYMENT

4.1. **Traffic Control Plan and Barricades, Signs, and Traffic Handling**. Except for Contracts with callout work and work orders, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Traffic Control Plan and Barricades, Signs, and Traffic Handling." This price is full compensation for a signed/sealed TCP, installation of traffic control devices, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Traffic Control Plan and Barricades, Signs, and Traffic Handling." This price is full compensation for development of a signed/sealed TCP, installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be subsidiary to the pertinent Items.

4.1.1. **Initiation of Payment**. Payment for this Item will begin after the signed/sealed TCP has been submitted to the County for review and/or approval. Payment for this Lump sum item will be in accordance with the following table:

Submittal of Sign/Sealed TCP for review/approval	**30% of lump sum**
Approval of TCP	**10% of lump sum**
Implementation of TCP	**30% of lump sum**
Removal of TCP upon completion of construction	**30% of lump sum**

If the Contractor fails to provide or properly maintain signs and barricades in compliance with the approved TCP, the Contractor will be considered in noncompliance with this Item. No payment will be made until the contractor is in compliance with the approved TCP.

II.4 GENERAL NOTES

The general notes for this Contract are located on the plan sheets for the Nittler Rd. Project.

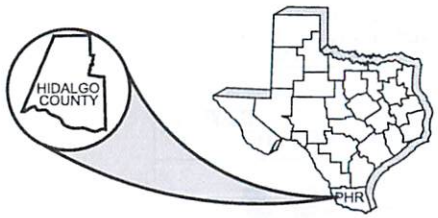
PART III

CONSTRUCTION DRAWINGS

HIDALGO COUNTY PCT. 1

CONSTRUCTION PLANS
NITTLER ROAD

Hidalgo County Precinct 1



PROJECT LIMITS:
NITTLER RD = 18,481 FT = 3.50 MI

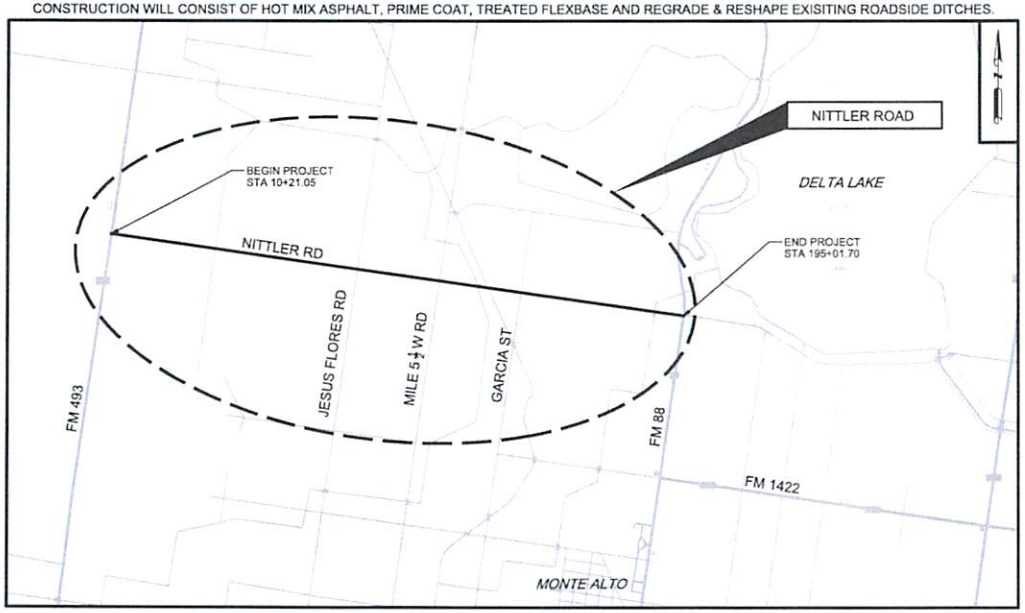
TOTAL LENGTH OF PROJECT = 18,481 FT = 3.50 MI

CONSTRUCTION WILL CONSIST OF HOT MIX ASPHALT, PRIME COAT, TREATED FLEXBASE AND REGRADE & RESHAPE EXISITING ROADSIDE DITCHES.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTIONS
3-4	GENERAL NOTES
5	SUMMARY OF ESTIMATED QUANTITIES
6-21	PLAN & PROFILE SHEETS
22-25	(S)-MB-15(1)
26	(S)-SMD (GEN) - 08
27-29	(S)-SMD (SLIP-1), (SLIP-2) AND (SLIP-3)-08
30	(S)-PM(1)-12

(D)- DENOTES DISTRICT STANDARD
(S)- DENOTES STATE STANDARD



LOCATION MAP
N.T.S.

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 6/19/2016

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

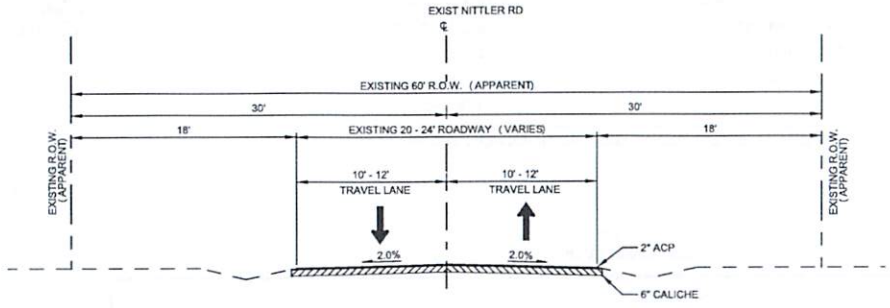
HIDALGO COUNTY COMMISSIONER'S COURT

RAMON GARCIA	- COUNTY JUDGE
A.C. CUELLAR, JR.	- COMMISSIONER, PCT 1
EDUARDO "EDDIE" CANTU	- COMMISSIONER, PCT 2
JOE M. FLORES	- COMMISSIONER, PCT 3
JOSEPH PALACIOS	- COMMISSIONER, PCT 4

THE COUNTY OF HIDALGO TEXAS

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 E. Expressway 83 • Mission, Texas 78572
(956) 424-7898
TBPE FIRM No. 1640

COUNTY HIDALGO
HWY NO. NITTLER ROAD
DATE ACCEPTED
PROJ. NO.
LETTING DATE
DATE:
FILE:



EXISTING NITTLER RD TYPICAL SECTION
FROM FM 493 TO FM 88
STA. 10+21.05 TO STA. 195+01.70

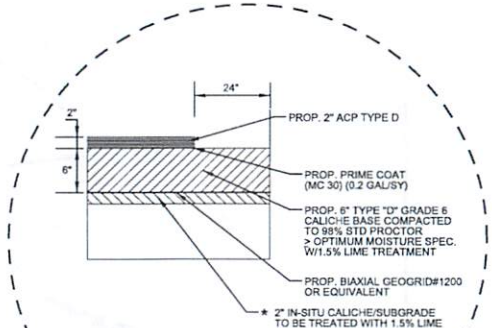
PROPOSED NITTLER RD HORIZONTAL ALIGNMENT DATA

Beginning chain HALN-NITT description

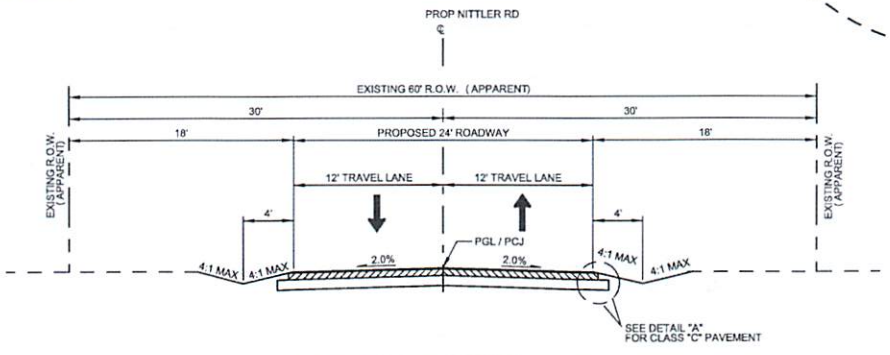
Point 100	N 16,673,579.9736 E	1,141,334.5382 Sta	10+00.00
Course from 100 to 101 S 80° 48' 12.72" E Dist 2,833.7444			
Point 101	N 16,673,127.0837 E	1,144,131.8581 Sta	38+33.74
Course from 101 to 102 S 81° 09' 05.05" E Dist 3,931.2964			
Point 102	N 16,672,522.3561 E	1,148,016.3652 Sta	77+65.04
Course from 102 to 103 S 81° 04' 09.69" E Dist 3,933.2891			
Point 103	N 16,671,911.7573 E	1,151,901.9710 Sta	116+98.33
Course from 103 to 104 S 81° 02' 01.66" E Dist 1,185.8924			
Point 104	N 16,671,726.9338 E	1,153,073.3723 Sta	128+84.22
Course from 104 to 105 S 81° 02' 24.23" E Dist 47.6584			
Point 105	N 16,671,719.5113 E	1,153,120.4492 Sta	129+31.88
Course from 105 to 106 S 81° 01' 49.12" E Dist 5,577.3184			
Point 106	N 16,670,849.9407 E	1,158,629.5623 Sta	185+09.20
Course from 106 to 107 S 80° 53' 13.60" E Dist 44.9997			
Point 107	N 16,670,842.8137 E	1,158,673.9940 Sta	185+54.20
Course from 107 to 108 S 81° 01' 36.82" E Dist 967.7020			
Point 108	N 16,670,691.8804 E	1,159,629.8530 Sta	195+21.90

Ending chain HALN-NITT description

NOTE: BENCHMARK DATA IS AVAILABLE UPON REQUEST FROM THE ENGINEER.



DETAIL "A"
N.T.S.
★ DEPTHS MAY VARY DUE TO PROPOSED PGL



PROPOSED NITTLER RD TYPICAL SECTION
FROM FM 493 TO FM 88
STA. 10+21.05 TO STA. 195+01.70

GENERAL NOTES

1. PCJ - DENOTES PERMISSIBLE CONSTRUCTION JOINT
2. PGL - DENOTES PROFILE GRADE LINE
3. ALL UTILITY LOCATIONS SHOWN ARE APPROX., AND BASED ON THE BEST INFORMATION AVAILABLE AND PROVIDED BY THE SURVEYOR. THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH THE UTILITY COMPANIES AT LEAST 72 HR PRIOR TO WORKING IN THIS AREA. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. 114 LBS/SY EQUIVALENT TO 1" ACP
5. PRIME COAT MC-30 0.2 GAL/CY (APPROX.)
6. FLEXIBLE BASE WT - 3375 LB/CY (APPROX.)
7. SUBGRADE WT - 2970 LBS/CY (APPROX.)
8. REGRADE AND RESHAPE EXISTING ROADSIDE DITCHES ALL GRADING SHALL BE WITHIN THE R.O.W. LIMITS.
9. ANY DAMAGE TO EXISTING CROSSING CULVERTS OR IRRIGATION CROSSING SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
10. PROPOSED DIMENSIONS BEYOND THE PROPOSED PAVEMENT SECTION VARY BASED ON EXISTING SITE CONDITIONS.

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/16/2016

Hidalgo County Precinct 1

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Consulting Engineers
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1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

NITTLER ROAD EXISTING & PROPOSED TYPICAL SECTIONS

SCALE: 1" = 10' SHEET 1 OF 1

DN	CONT.	SECT.	JOB	HIGHWAY
CK DW				NITTLER RD
DW	DIST.	COUNTY		SHEET NO.
CK DW		HIDALGO		2
TR				
CK TR				

COUNTY: HIDALGO PROJ. NO.
HWY: NO. NITTLER ROAD LETTING DATE
DATE ACCEPTED

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For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination with TxDOT underground lines.

ITEM 8. Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.5 Calendar Day.

ITEM 110. Excavation

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

All excavated material shall become the property of the contractor and shall be disposed of in accordance with all local, state, and Federal rules, regulations and requirements.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI latera pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Contractor's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction oeprartions without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the lime-treated Subgrade.
It shall be the Contractor's responsibility to perform the proper lime treating operation without damages to any structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

In order to avoid damaging the Geogrid, add lime to the first lift of new base and/or salvage base at a central mixing site or mixing plant away from the construction area. The Engineer shall approve the site or plant location and method of mixing.

ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1 % minimum and 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

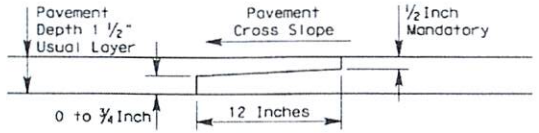
ITEM 341: Dense-Graded Hot-Mix Asphalt

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

This project will require the following minimum surface aggregate Classifications:

County	Highway	Classification
Hidalgo	Mile 9 N Road	A

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the Department's MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Department may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

STATE OF TEXAS
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NITTLER ROAD
GENERAL NOTES

SHEET 1 OF 2

DN	CONT	SECT	JOB	HIGHWAY
CK DN				NITTLER RD
DW	DIST	COUNTY		SHEET NO
CK DW		HIDALGO		3
TRL				
CK TRL				

COUNTY HIDALGO PROJ NO
HWY NO NITTLER ROAD LETTING DATE
DATE ACCEPTED

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ITEM 644. Small Roadside Sign Supports and Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices".

The Contractor shall remove the complete sign installation and separate the sign post at the concrete foundation. The Contractor shall dispose of the concrete foundation in accordance with this Bid Item. Except for concrete foundations,all removed sign panels, sign posts, and hardware shall remain the property of the Hidalgo County. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be delivered to the Hidalgo County. The Contractor will be required to haul the removed sign material to the maintenance yard closest to the project. No signs shall be removed without prior approval of the Engineer.

ITEMS 666. Reflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for. The roadway will be re-striped at no additional compensation, If striping fails test method Tex828-B.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666. Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type II beads dropped first.

ITEM 760. Cleaning and Reshaping Ditches

Excavate and remove excess material from ditches and from around fixtures within the limits of the excavation or reshape by cleaning silt from the ditch and spreading on backslope as approved. Reshape ditches in conformance with the lines, grades, and typical cross-sections shown on the plans, or as directed. Dispose of excess material in accordance with applicable federal, state, and local regulations, or place on right of way, as directed. Maintain ditch drainage during cleaning and reshaping work.

ITEM 5001. Geogrid Base Reinforcement

Provide a construction paln to the Engineer detailing how the base will be limed treated without damaging the Geogrid Base Reinforcement placed on top of the subgrade

MARK D. CORBITT DATE 8/16/2016

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NITTLER ROAD
GENERAL NOTES

SHEET 2 OF 2

DN		CONT	SECT	JOB	HIGHWAY
CK DN					NITTLER RD
DW		DIST	COUNTY		SHEET NO.
CK DW			HIDALGO		4
TR					
CK TR					

COUNTY HIDALGO PROJ. NO.
HWY. NO. NITTLER ROAD LETTING DATE
DATE ACCEPTED

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ESTIMATE & QUANTITY SUMMARY

ITEM NO.	110	132	247	260	260	260	310	341	666	760	5001	7000	8000
LOCATION	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (DENS CONT) (TY C)	FLEX BS (RDWY DEL) (TY E GR 4) (FINAL POS)	LIME TRT (NEW BASE) (6")	LIME TRT (EXIST MATL) (2")	LIME (HYD, COM, OR QK(SLURRY))	PRIME COAT (MC - 30) (0.2 GAL/SY)	D-GR HMA TY-D SAC-A PG64-22	REFL PAV W/RET REQ TY I (Y) (4") (BRK) (100 MIL)	CLEANING AND RESHAPING DITCHES	GEOGRID BS REINF. (BX 1200)	STORMWATER POLLUTION PREVENTION PLAN	TRAFFIC CONTROL PLAN
	(CY)	(CY)	(CY)	(SY)	(SY)	(TON)	(GAL)	(TON)	(LF)	(LF)	(SY)	(LS)	(LS)
NITTLER ROAD													
THROUGHOUT PROJECT	13051	525	9557	57342	57342	323	9831	5604	4620	36650	57342	1	1
TOTAL:	13051	525	9557	57342	57342	323	9831	5604	4620	36650	57342	1	1

COUNTY HIDALGO PROJ. NO.
HWY. NO. NITTLER ROAD LETTING DATE
DATE ACCEPTED

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Hidalgo County Precinct 1

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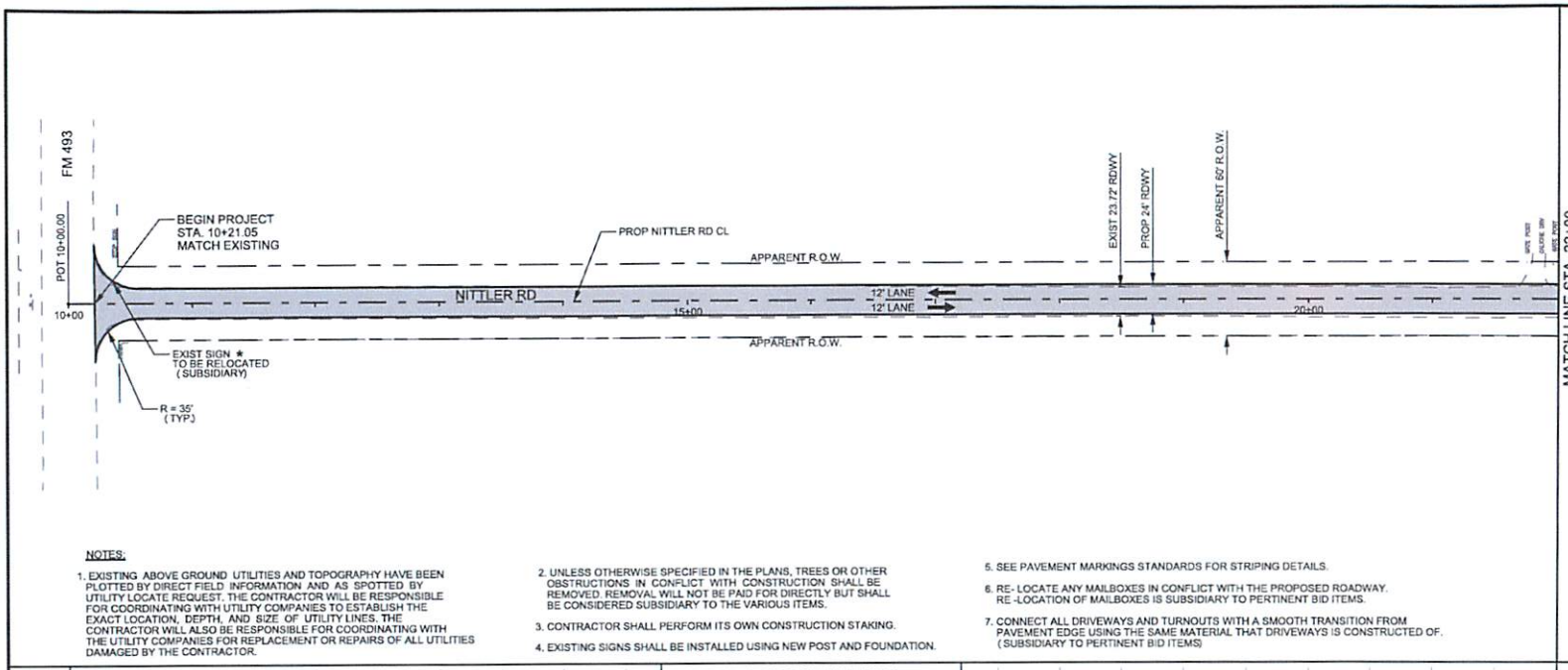
NITTLER ROAD
SUMMARY OF
ESTIMATED QUANTITIES

SHEET 1 OF 1

DN		CONT	SECT	JOB	HIGHWAY
CK DN					NITTLER RD
DW		DIST	COUNTY		SHEET NO.
CK DW			HIDALGO		5
TR					
CK TR					



LEGEND

- GAS — EXIST GAS LINE
- UT — EXIST UG PHONE LINE
- 6" W — EXIST WATER LINE
- 8-SS — EXIST SANITARY LINE
- 8-SD — EXIST STORM LINE
- OHE — EXIST OVERHEAD ELECTRIC
- U/E — EXIST UNDERGROUND ELECTRIC
- EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX

- DIRECTION OF TRAFFIC FLOW
- PROPOSED SMALL SIGN
- (R) EXISTING SMALL SIGN TO BE REMOVED
- (E) EXISTING SIGN TO REMAIN IN PLACE
- (RL) EXISTING SIGN TO BE RELOCATED

NOTES:

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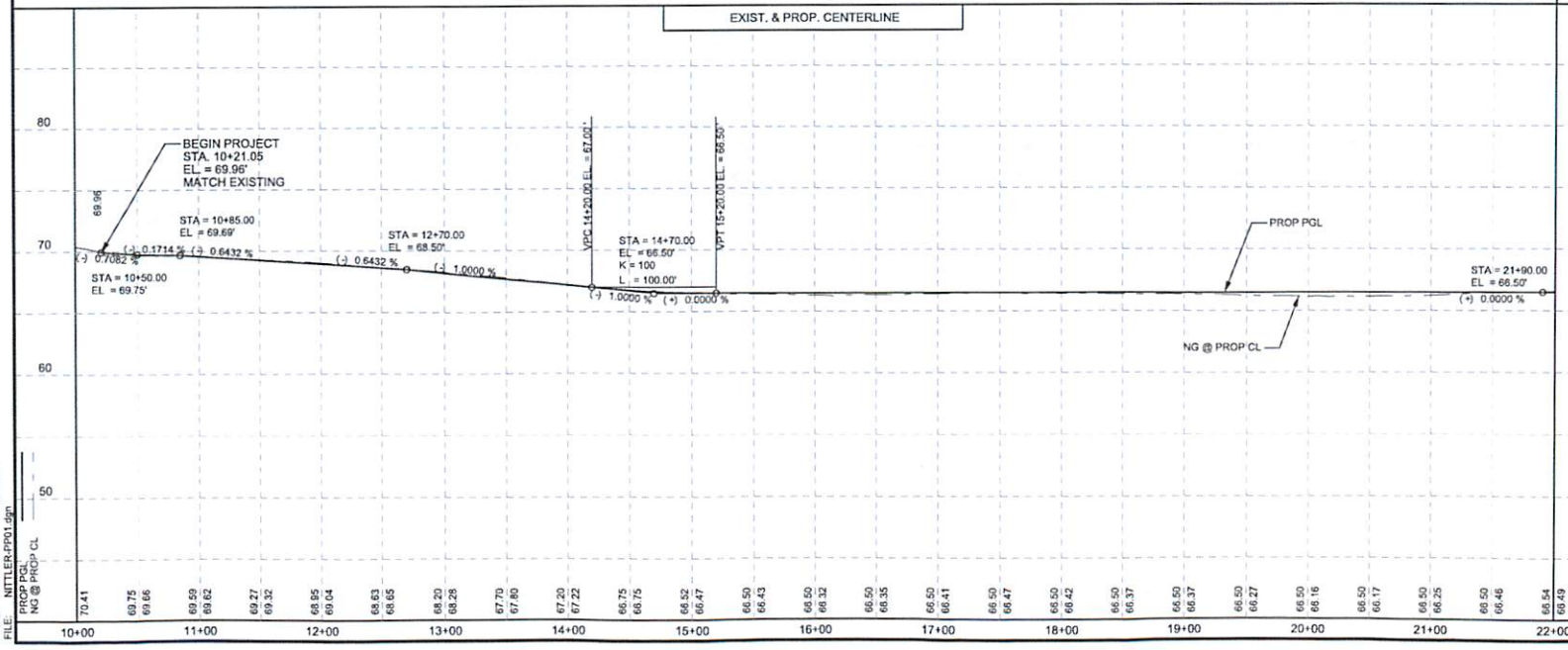
7. CONNECT ALL DRIVEWAYS AND TURNOUTS WITH A SMOOTH TRANSITION FROM PAVEMENT EDGE USING THE SAME MATERIAL THAT DRIVEWAYS IS CONSTRUCTED OF. (SUBSIDIARY TO PERTINENT BID ITEMS)

★ RELOCATION OF SIGN IS SUBSIDIARY TO THE PERTINENT BID ITEMS. RELOCATE AS DIRECTED.



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STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED
PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/16/2016

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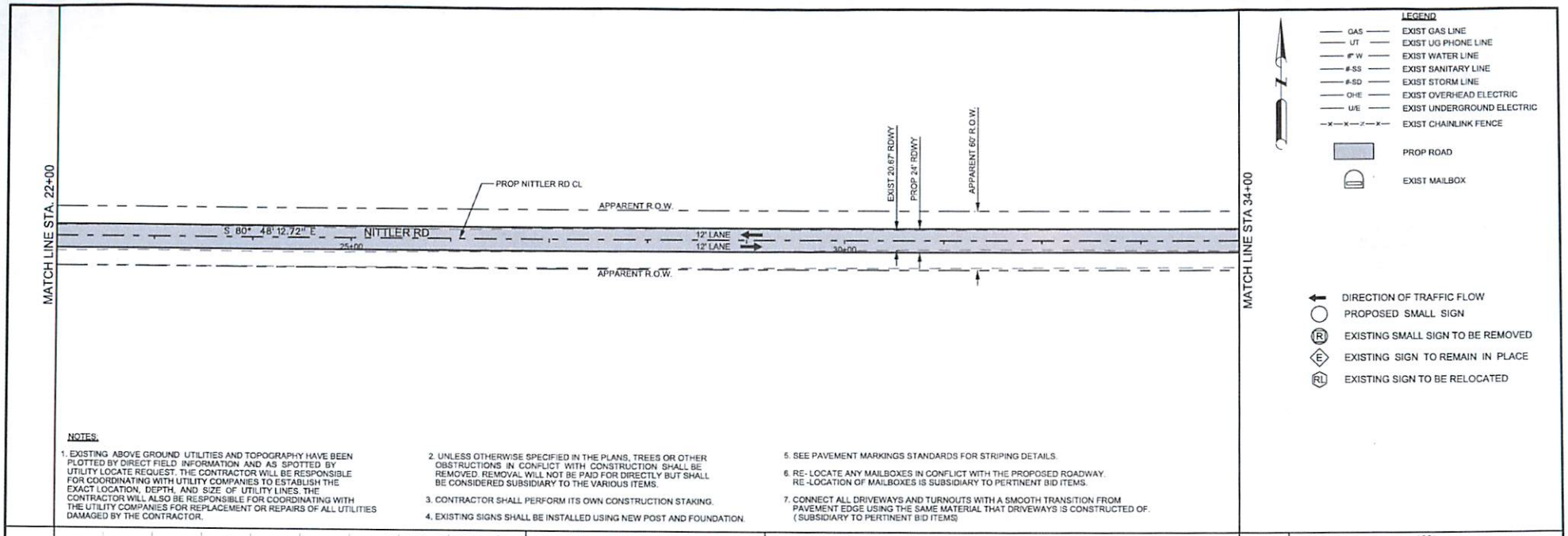
NITTLER ROAD
PLAN AND PROFILE
STA. 10+00 TO STA. 22+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 1 OF 16

DN	CONT	SECT	JOB	HIGHWAY
CK DN				
DW				NITTLER RD
CK DW	DIST	COUNTY		SHEET NO.
TR		HIDALGO		6
CK TR				



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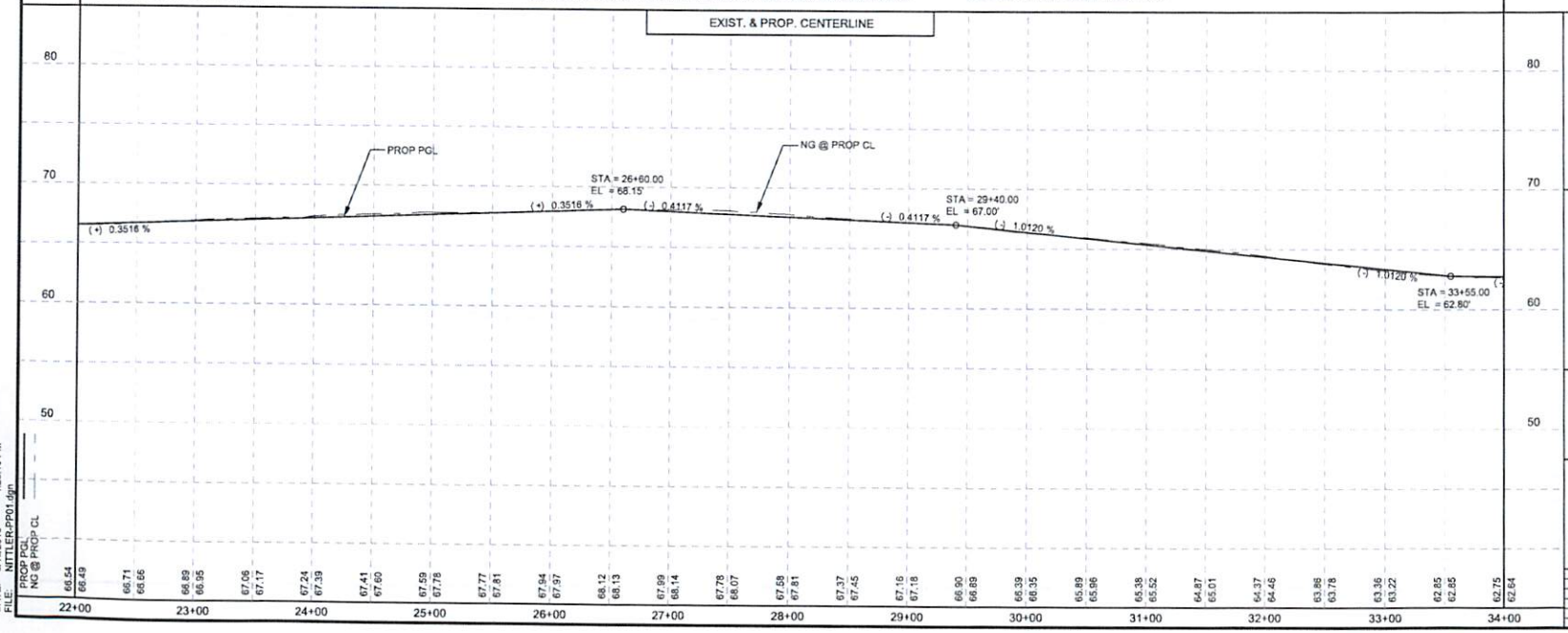

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NG @ PROP CL

STATE OF TEXAS
MARK D. CORBITT
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MARK D. CORBITT DATE 8/16/2016

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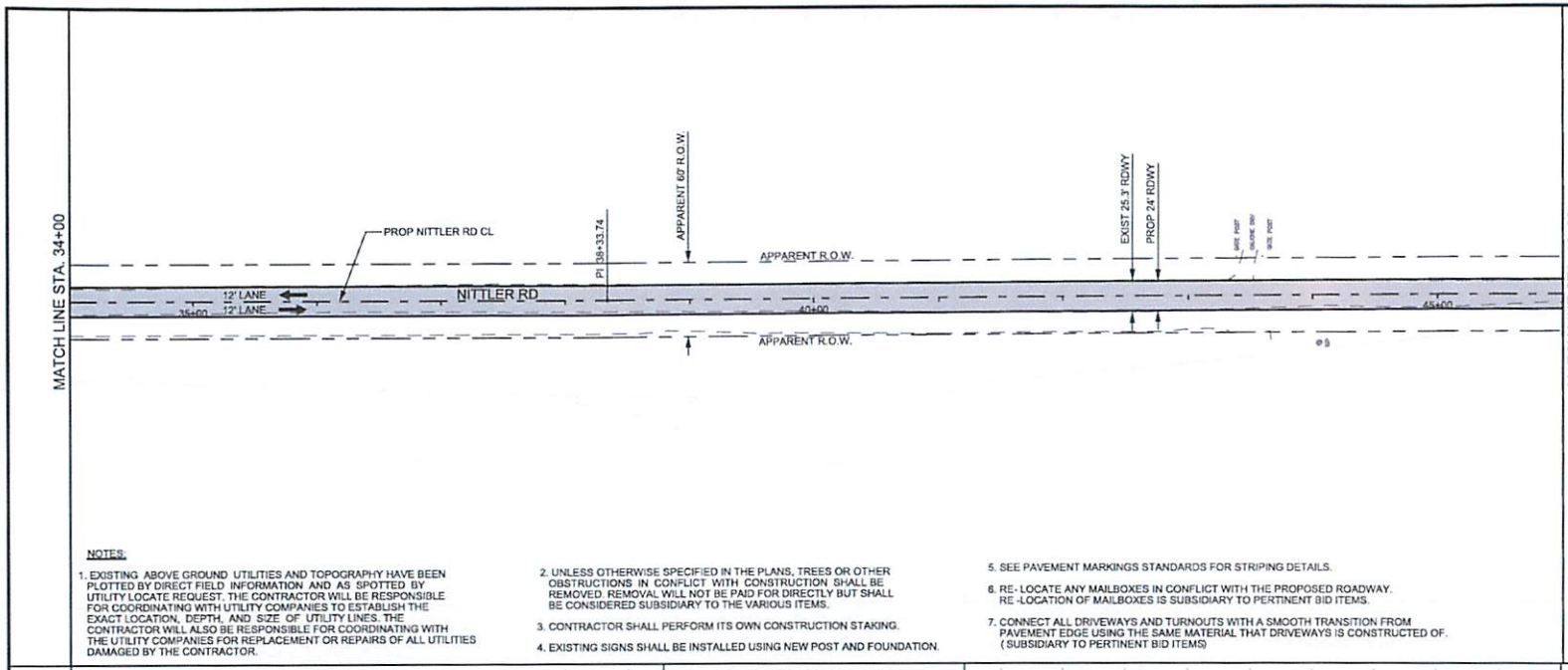
NITTLER ROAD
PLAN AND PROFILE
STA. 22+00 TO STA. 34+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 2 OF 16

DN:	CONT	SECT	JOB	HIGHWAY
CK: DW:				NITTLER RD
CK: TR:	DIST	COUNTY		SHEET NO.
		HIDALGO		7



LEGEND

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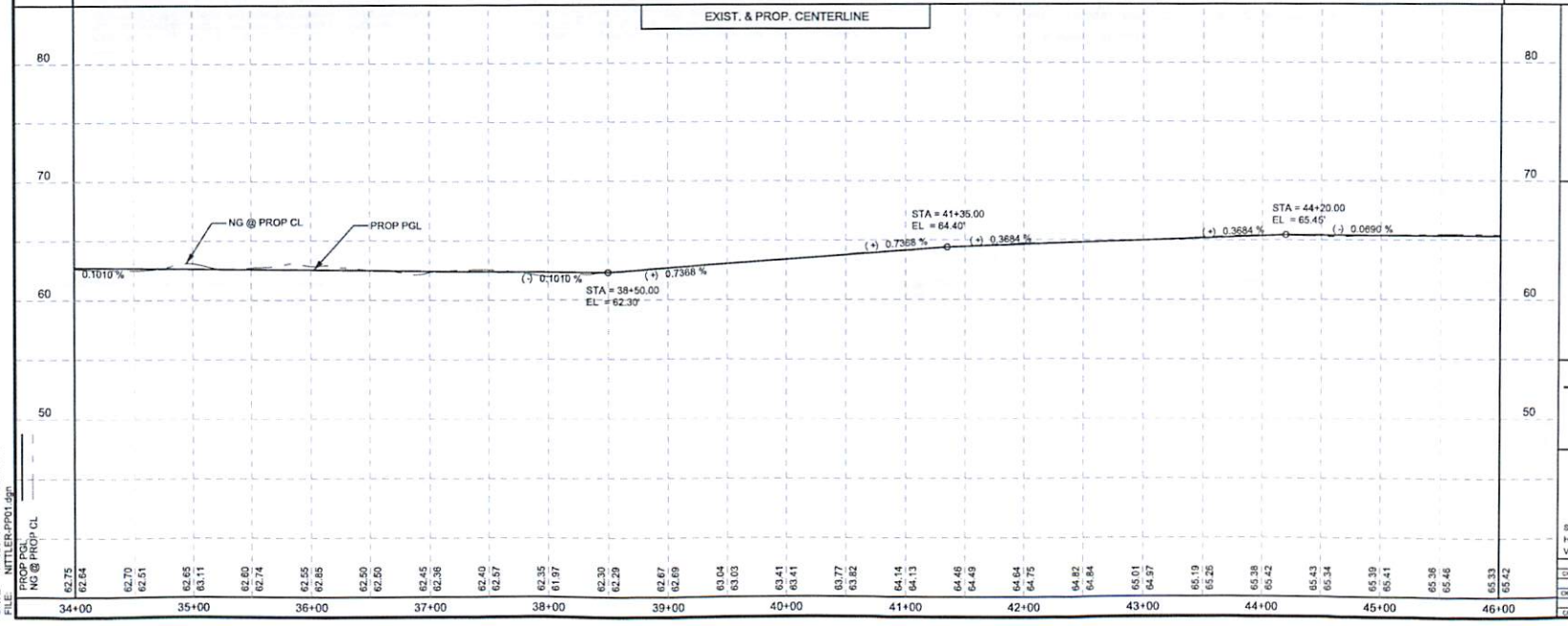

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STATE OF TEXAS
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NITTLER ROAD
PLAN AND PROFILE
STA. 34+00 TO STA. 46+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 3 OF 16

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:				NITTLER RD
DW:	DIST	COUNTY		SHEET NO.
CK DW:		HIDALGO		8
TR:				
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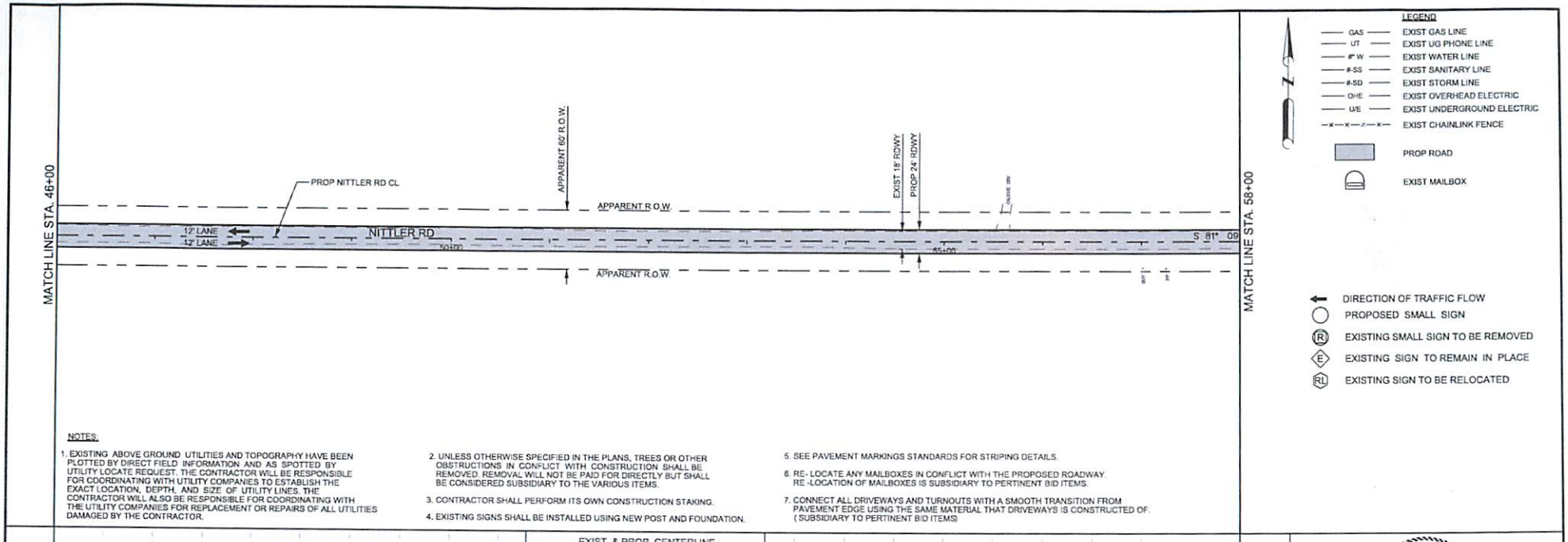

LEGEND

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- —x—x—z—x— EXIST CHAINLINK FENCE
- PROP ROAD
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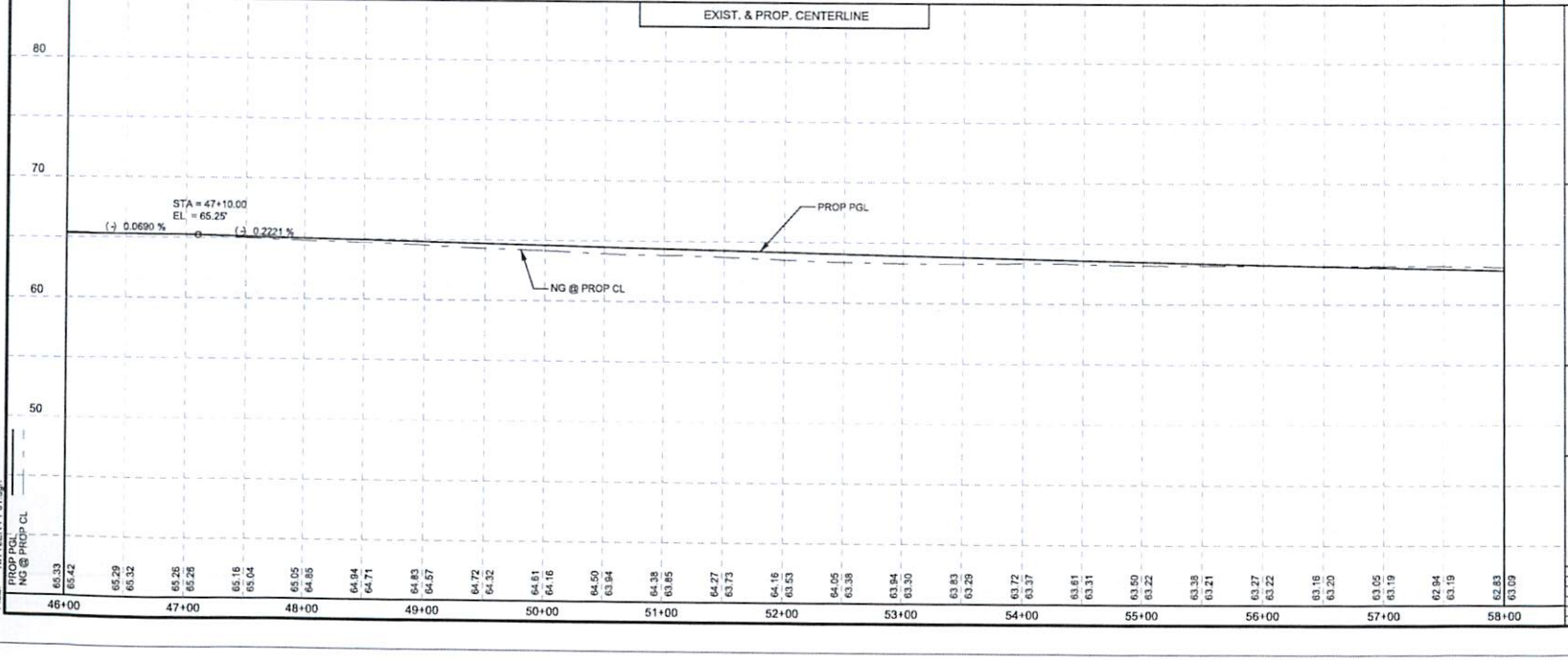

STATE OF TEXAS
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NITTLER ROAD
PLAN AND PROFILE
STA. 46+00 TO STA. 58+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 4 OF 16

DN	CONT	SECT	JOB	HIGHWAY
CK DN				NITTLER RD
DW	DIST	COUNTY		SHEET NO.
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TR				
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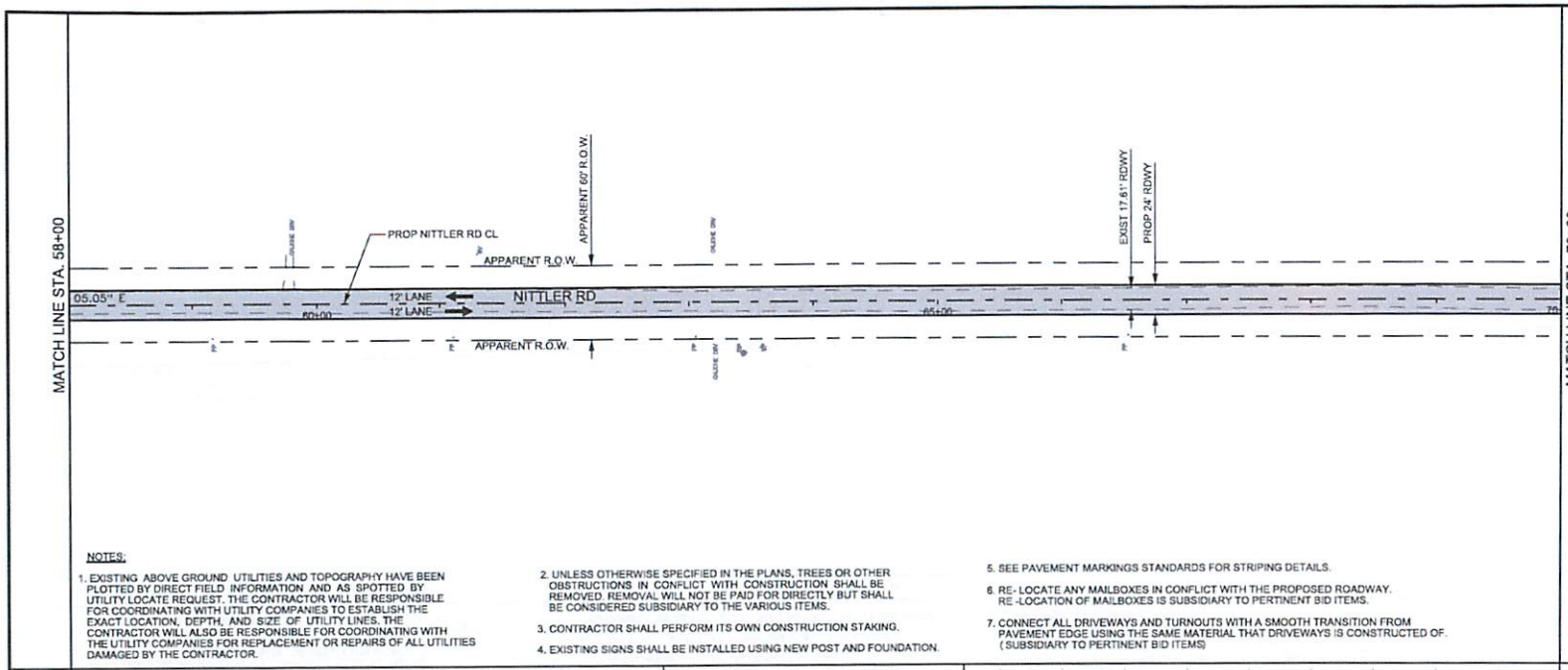

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- 8" W — EXIST WATER LINE
- 8-SS — EXIST SANITARY LINE
- 8-SD — EXIST STORM LINE
- OHE — EXIST OVERHEAD ELECTRIC
- U/E — EXIST UNDERGROUND ELECTRIC
- —x—x—x— EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX

- DIRECTION OF TRAFFIC FLOW
- PROPOSED SMALL SIGN
- (R) EXISTING SMALL SIGN TO BE REMOVED
- (E) EXISTING SIGN TO REMAIN IN PLACE
- (RL) EXISTING SIGN TO BE RELOCATED

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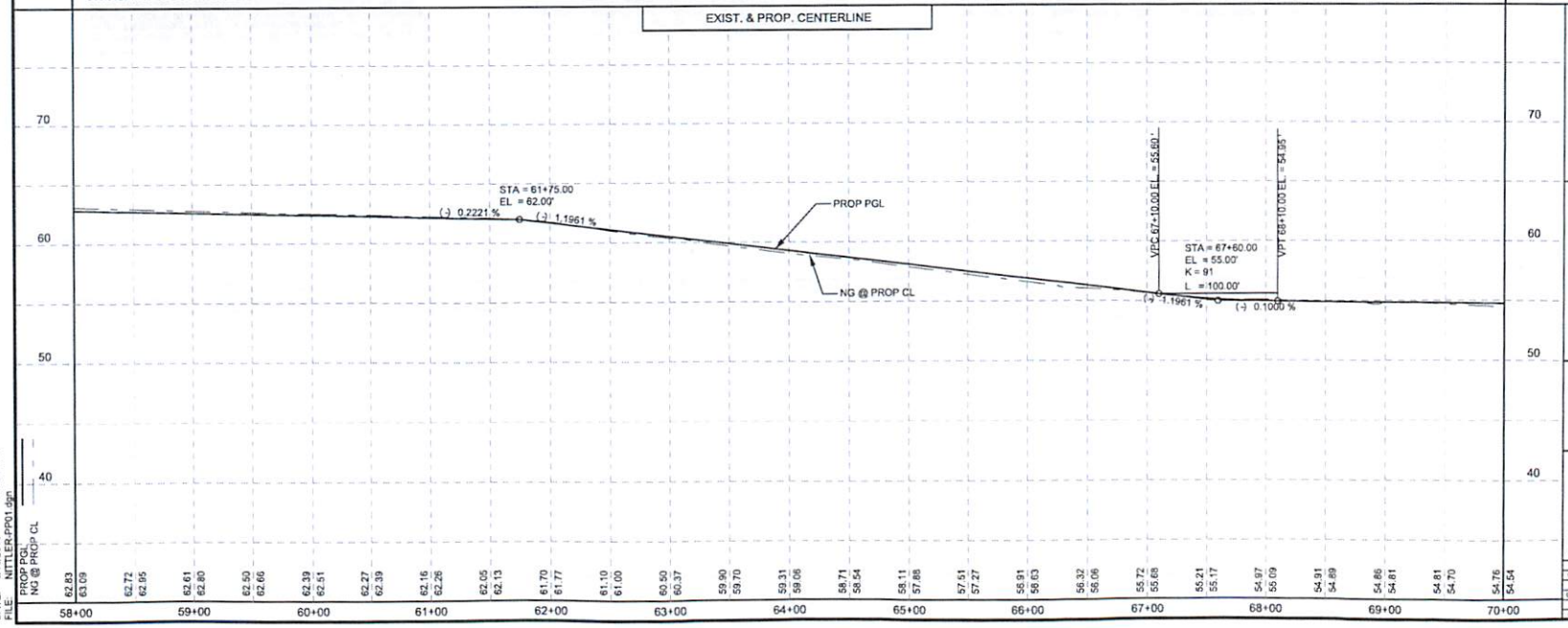

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FILE: NITTLER-PP01.dgn

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/16/2016

Hidalgo County Precinct 1

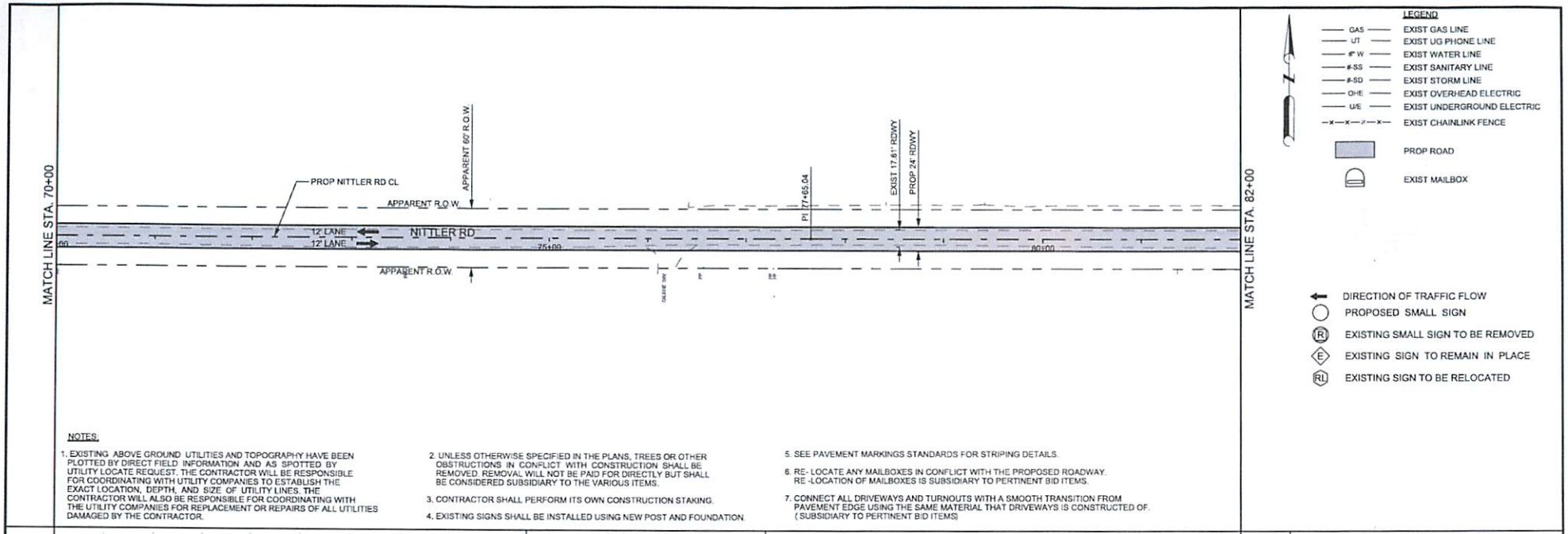
TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

NITTLER ROAD
PLAN AND PROFILE
STA. 58+00 TO STA. 70+00

SCALE:
HOR. 1" = 100'
VER. 1" = 10'

SHEET 5 OF 16

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:				NITTLER RD
DW:	DIST	COUNTY		SHEET NO.
CK DW:		HIDALGO		10
CK TR:				



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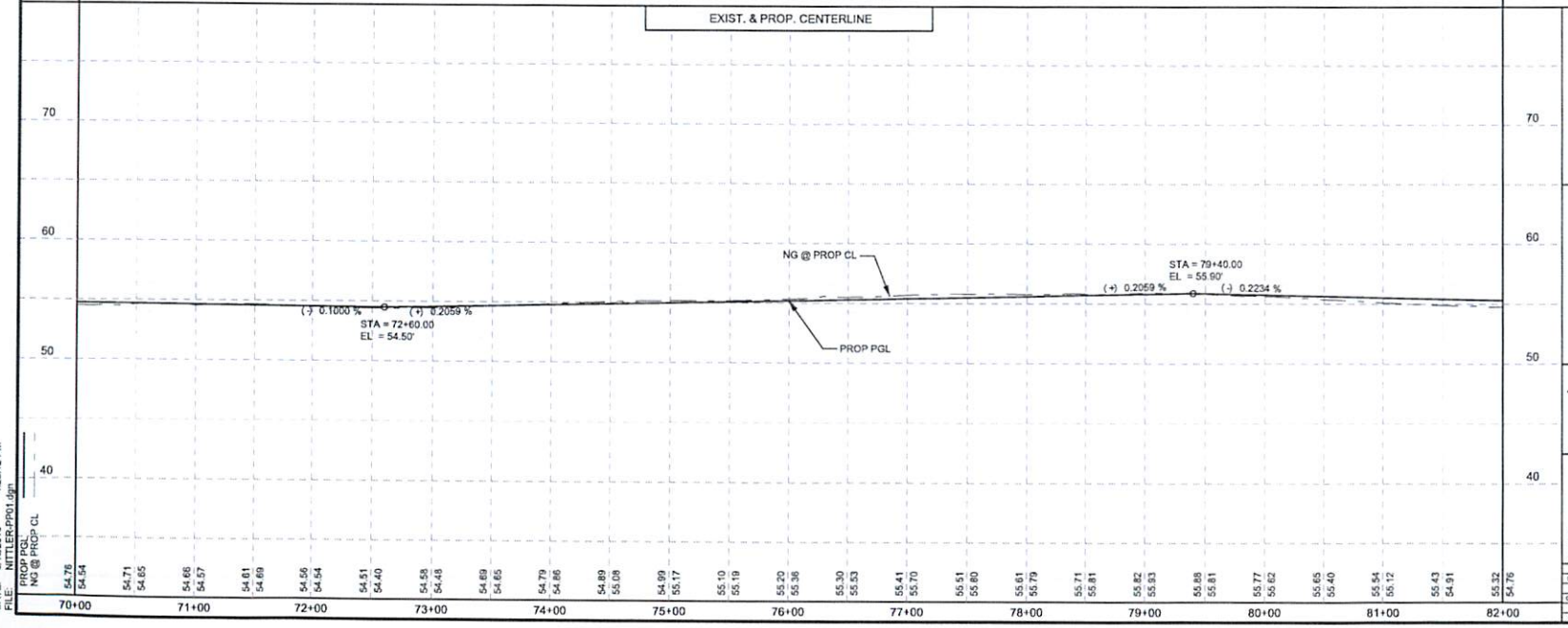

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STATE OF TEXAS
MARK D. CORBITT
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MARK D. CORBITT DATE 8/16/2016

Hidalgo County Precinct 1

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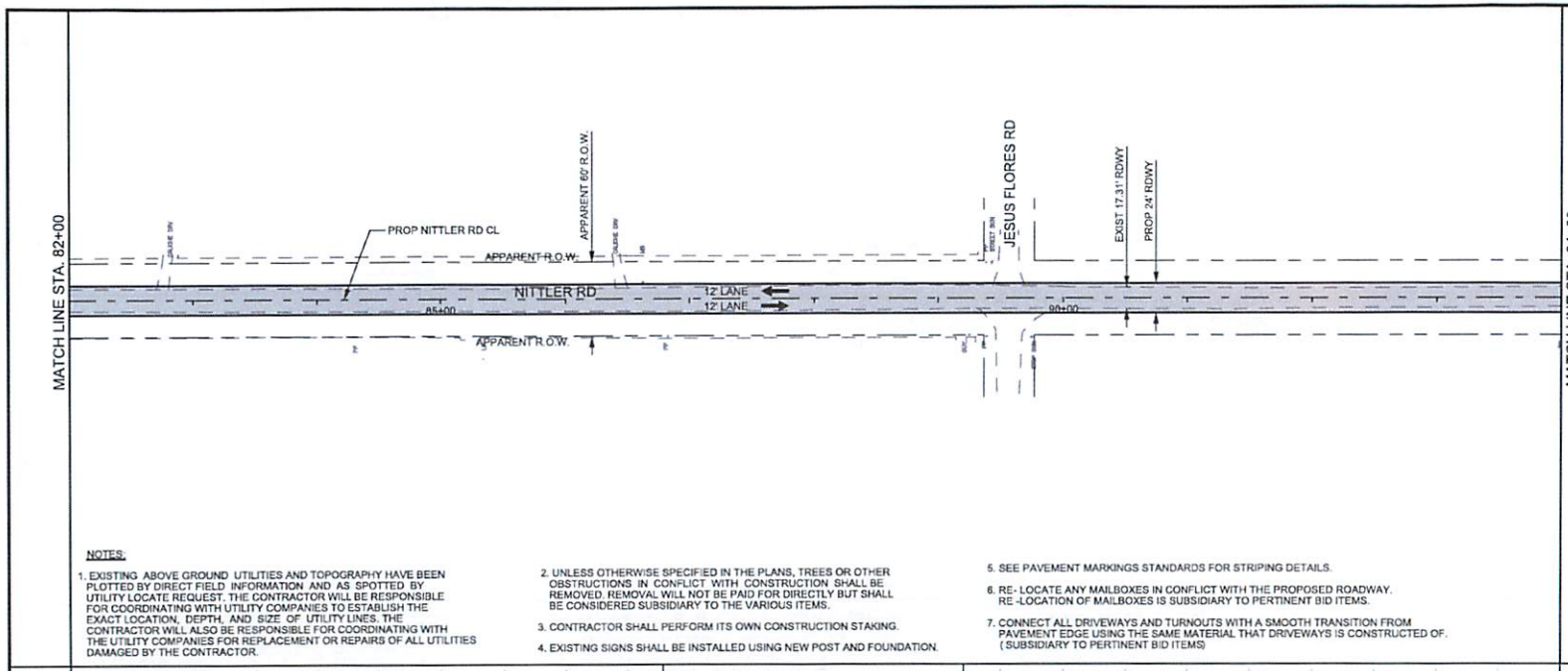
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI TBPE F-1640

NITTLER ROAD
PLAN AND PROFILE
STA. 70+00 TO STA. 82+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 6 OF 18

DN	CONT	SECT	JOB	HIGHWAY
CK DW				NITTLER RD
DW	DIST	COUNTY		SHEET NO.
CK DW		HIDALGO		11
TR				
CK TR				



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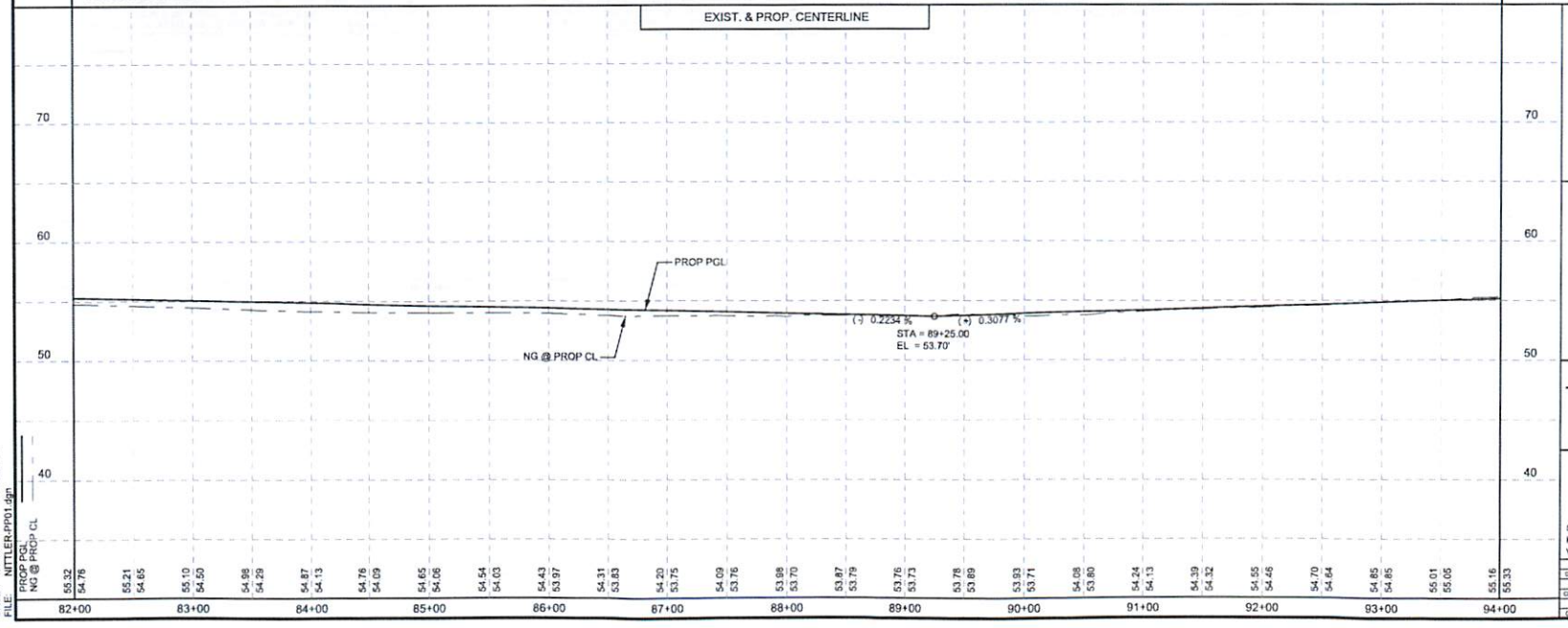

PROP PGL
NG @ PROP CL

82+00	83+00	84+00	85+00	86+00	87+00	88+00	89+00	90+00	91+00	92+00	93+00	94+00
55.32	55.21	55.10	54.99	54.87	54.76	54.65	54.54	54.43	54.31	54.20	54.09	53.98
54.76	54.65	54.50	54.29	54.13	54.09	54.06	54.03	53.97	53.83	53.75	53.76	53.70

53.87	53.76	53.78	53.93	54.08	54.24	54.39	54.55	54.70	54.85	55.01	55.16
53.79	53.73	53.89	53.71	53.80	54.13	54.32	54.46	54.64	54.85	55.05	55.33

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STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED
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MARK D. CORBITT DATE 8/16/2016

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
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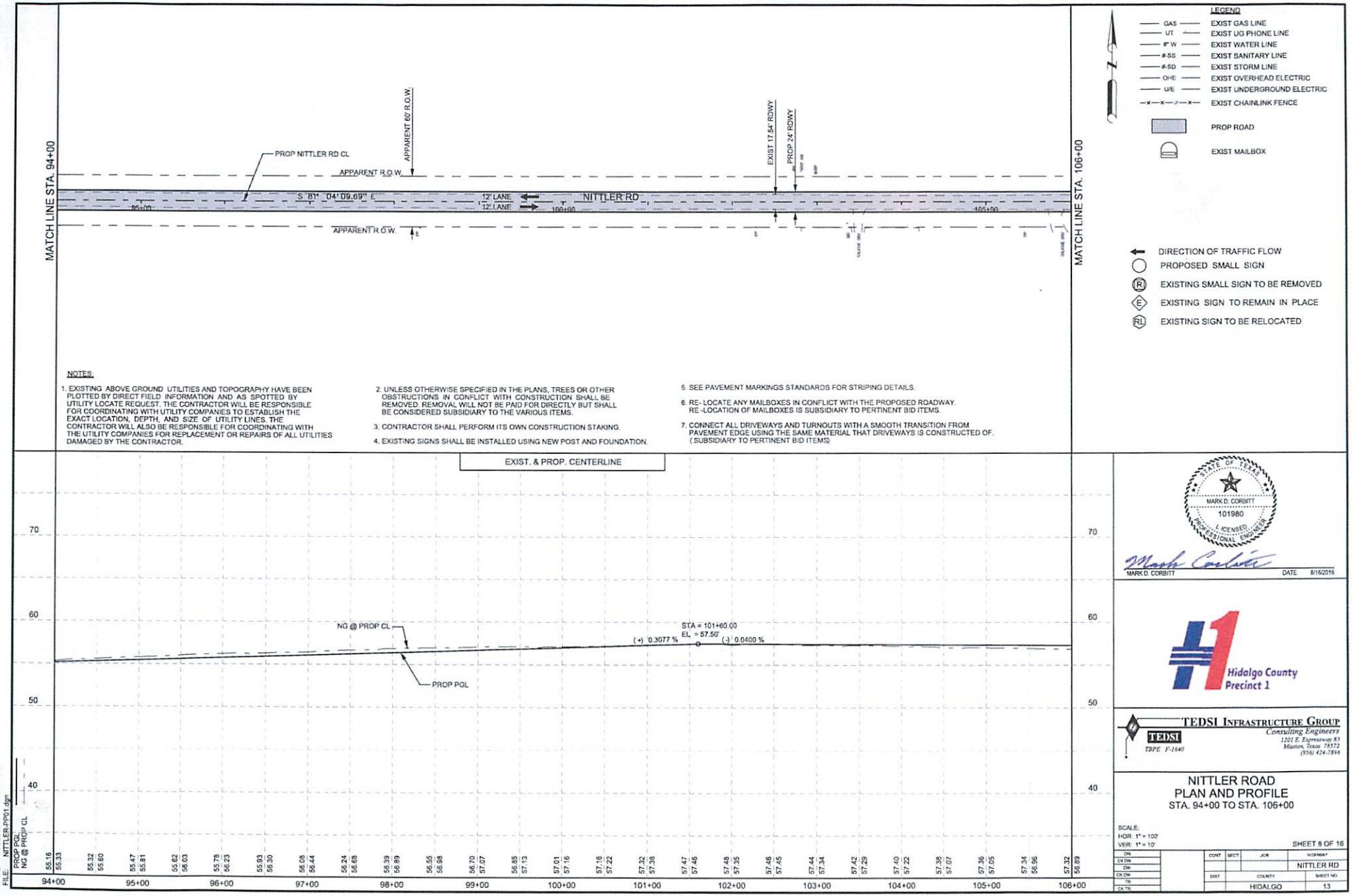
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

NITTLER ROAD
PLAN AND PROFILE
STA. 82+00 TO STA. 94+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 7 OF 16

DN	CONT	SECT	JOB	HIGHWAY
CK DN				
DW				NITTLER RD
CK DW	DIST	COUNTY		SHEET NO.
TR		HIDALGO		12
CK TR				



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TEDSI
TBPE F-1640

NITTLER ROAD
PLAN AND PROFILE
STA. 94+00 TO STA. 106+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 8 OF 16

DN	CONT	SECT	JOB	HIGHWAY
CK DN				NITTLER RD
DW	DIST	COUNTY		SHEET NO.
CK DW		HIDALGO		13
TR				
CK TR				

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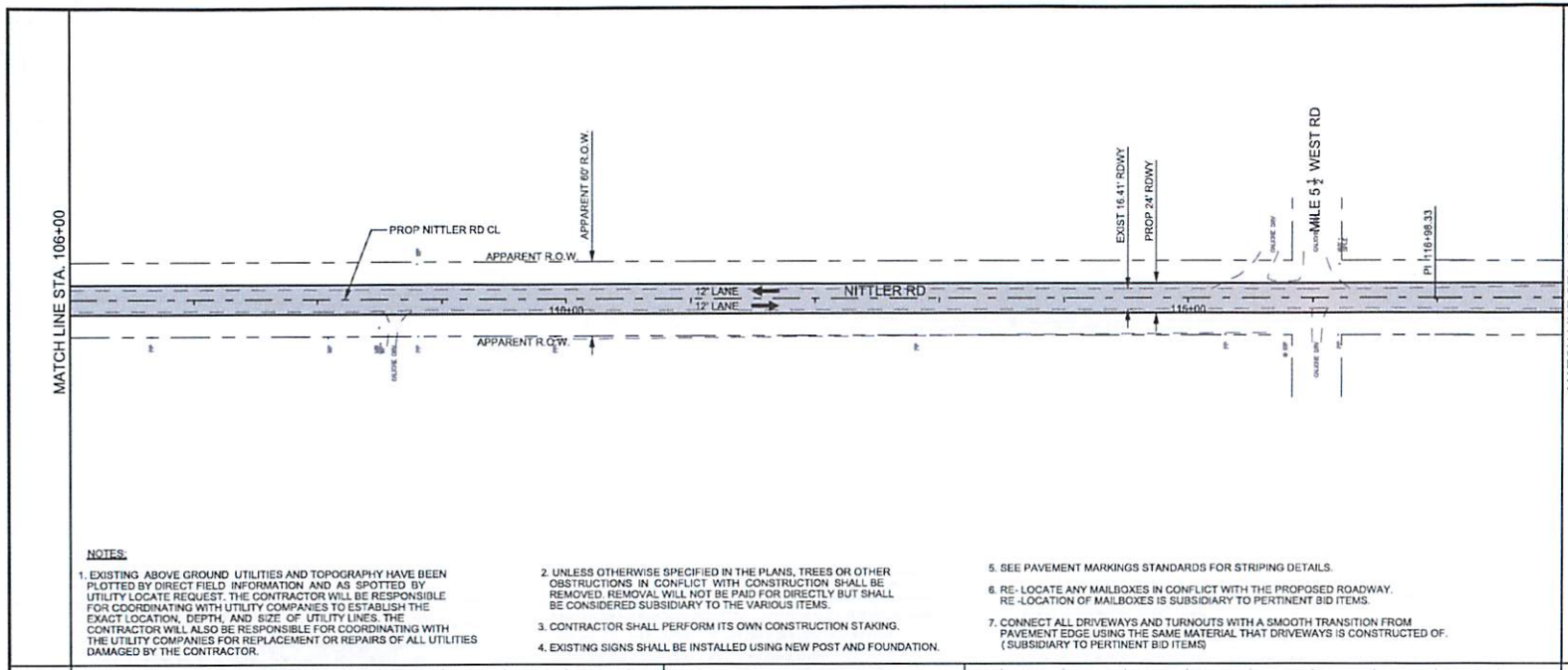
PROP PGL
NG @ PROP CL



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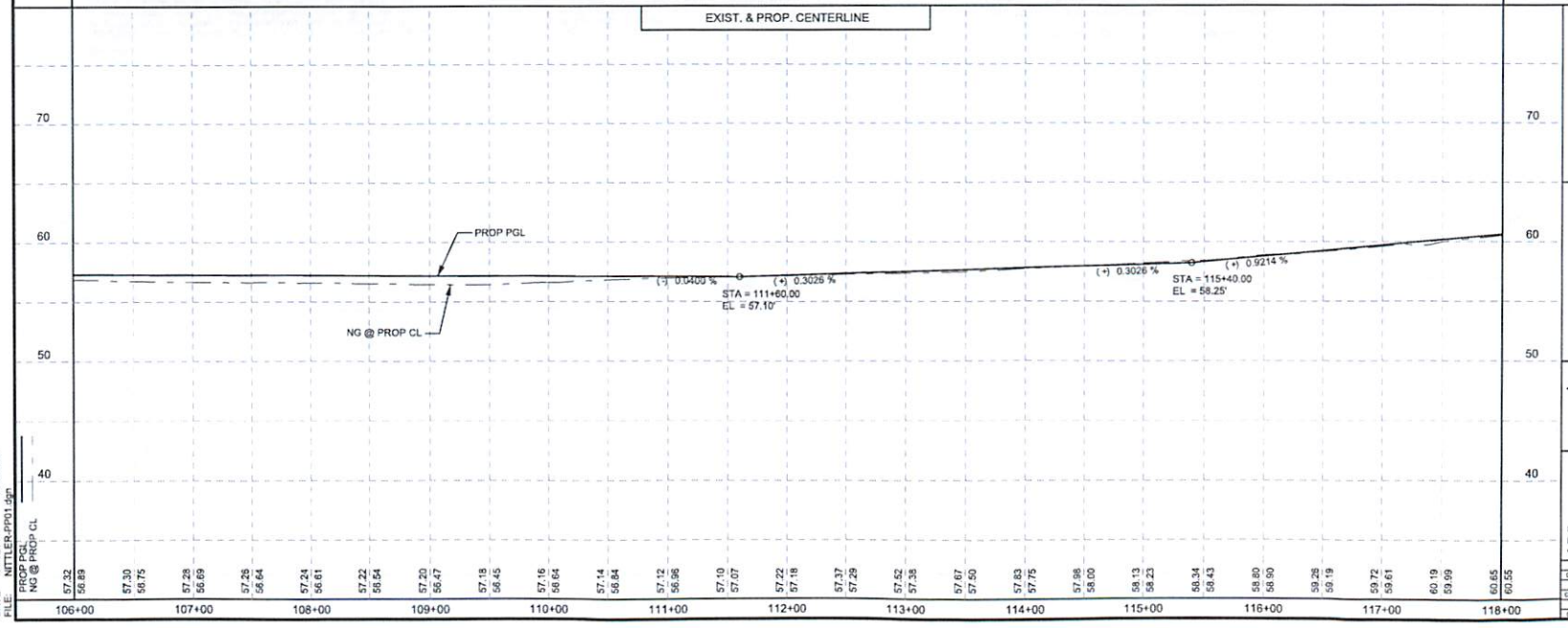

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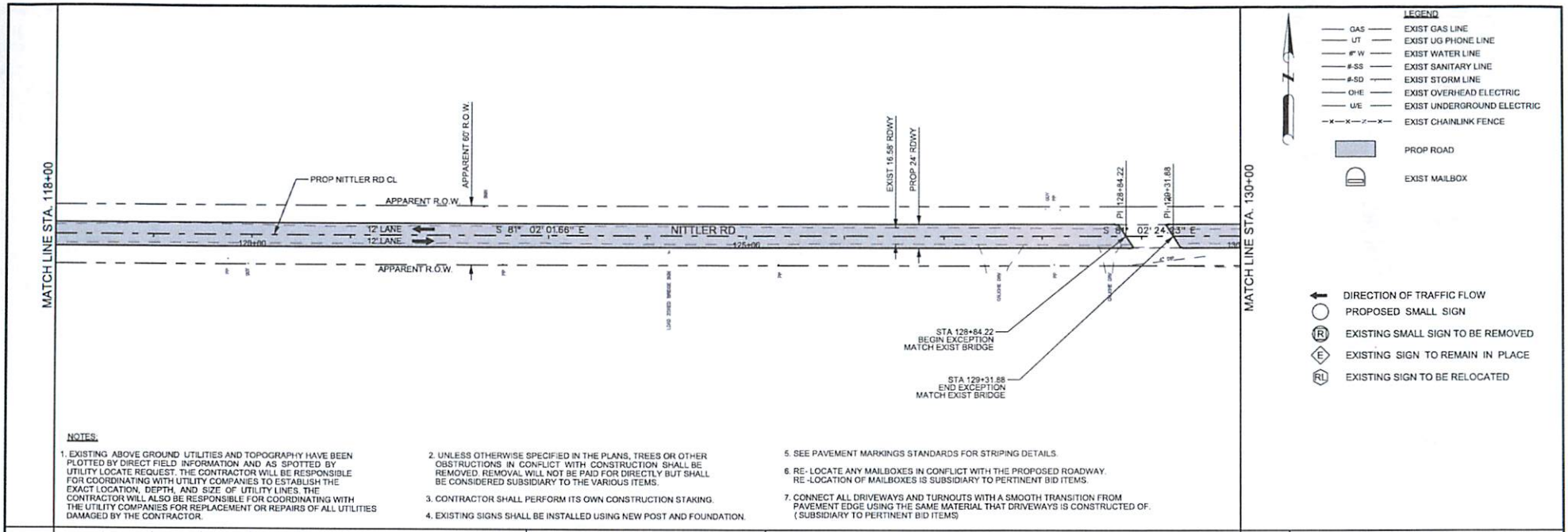
NITTLER ROAD
PLAN AND PROFILE
STA. 106+00 TO STA. 118+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 9 OF 16

DN	CONT	SECT	JOB	HIGHWAY
CK DW				NITTLER RD
DW	DIST	COUNTY		SHEET NO.
CK DW		HIDALGO		14
CK TR				



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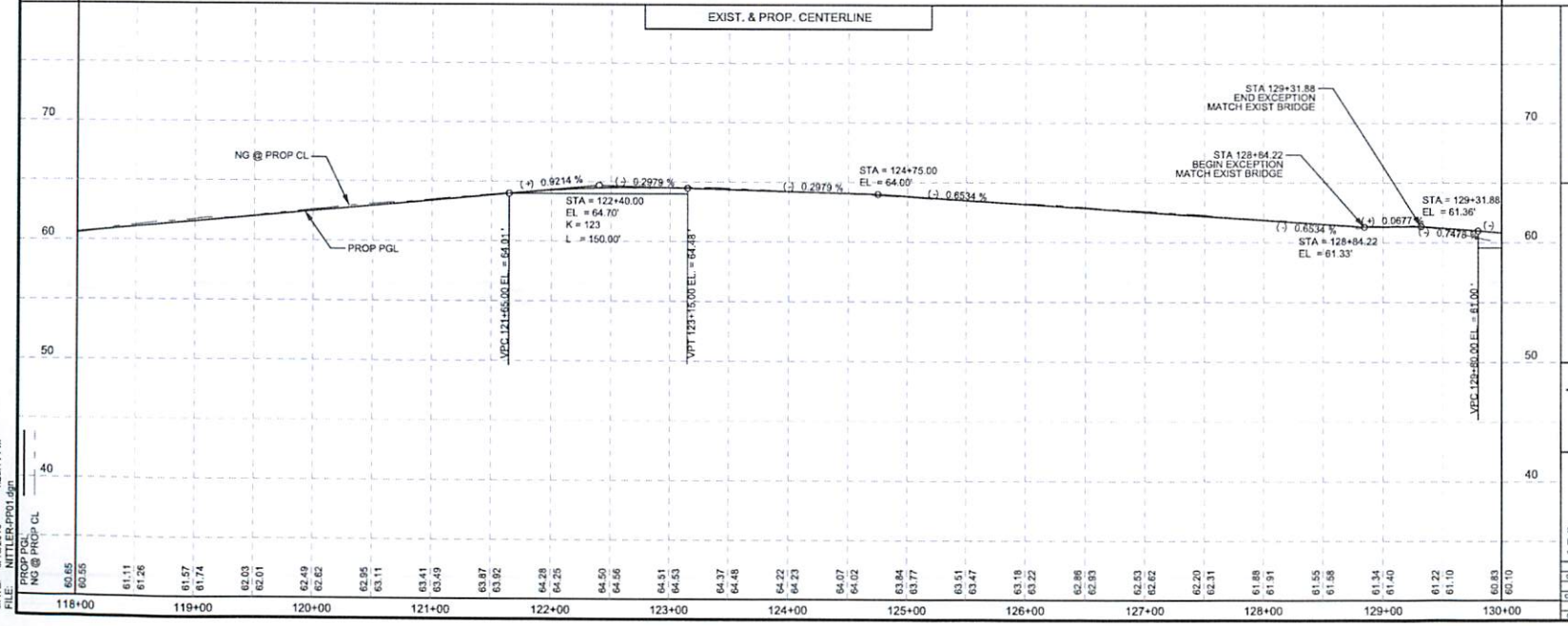

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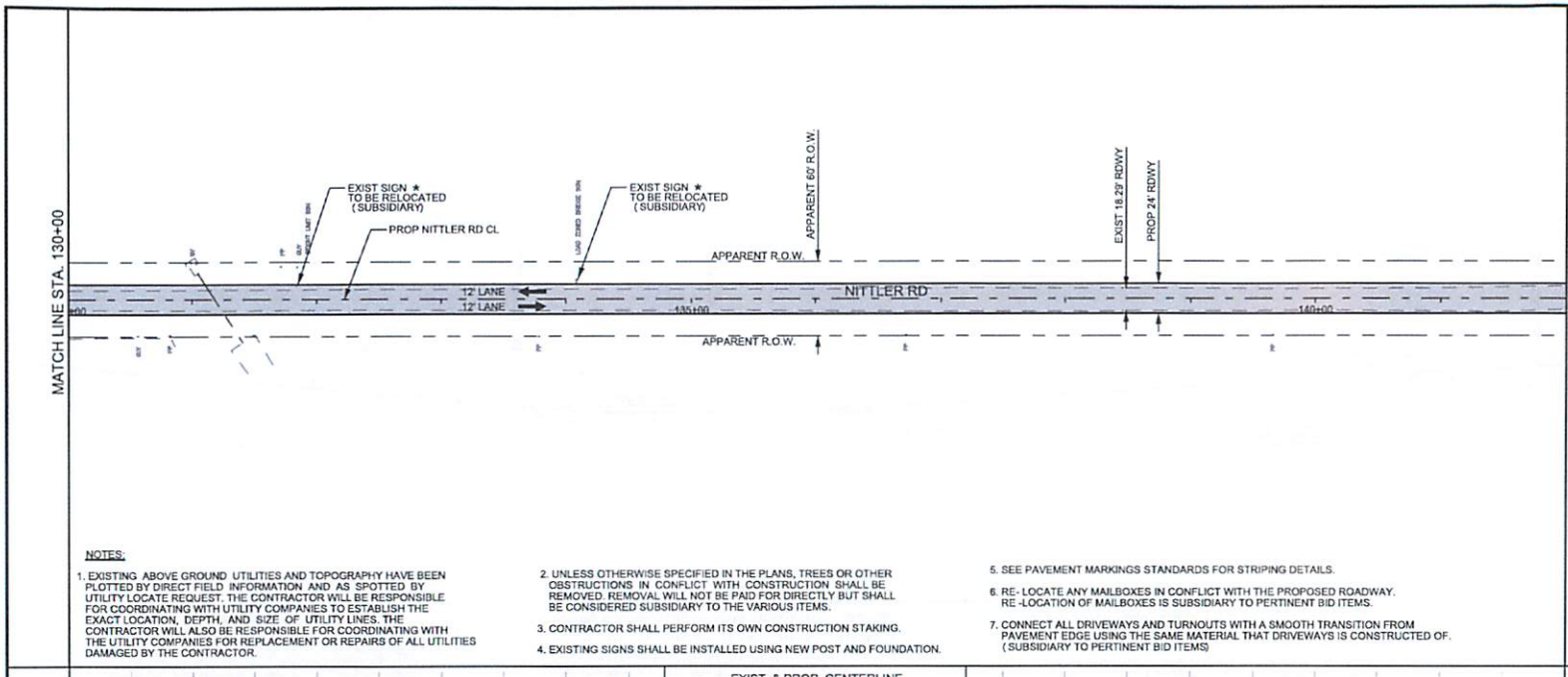
NITTLER ROAD
PLAN AND PROFILE
STA. 118+00 TO STA. 130+00

SCALE:
HOR. 1" = 100'
VER. 1" = 10'

SHEET 10 OF 16

DN	CONT	SECT	JOB	HIGHWAY
CK DN				NITTLER RD
DW	DIST	COUNTY		SHEET NO.
CK DW		HIDALGO		15
TR				
CK TR				



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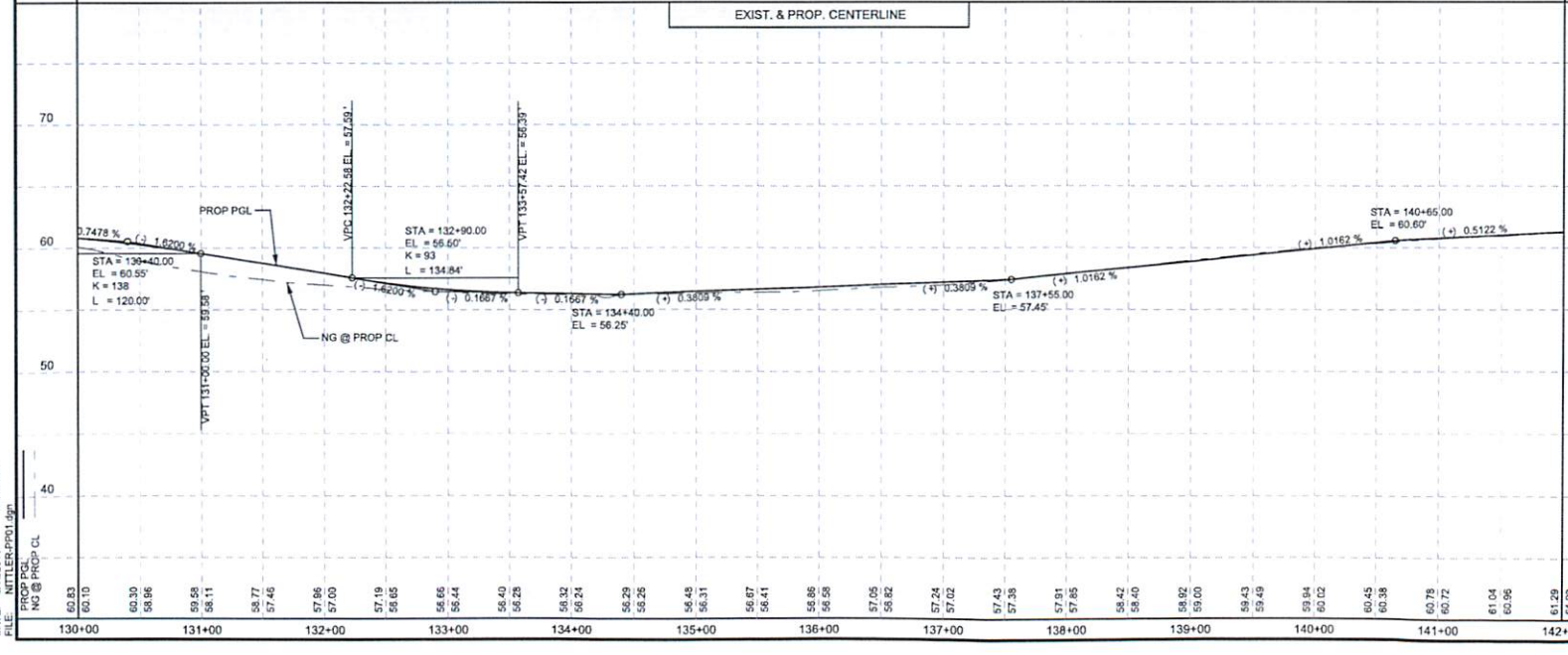
★ RELOCATION OF SIGN IS SUBSIDIARY TO THE PERTINENT BID ITEMS. RELOCATE AS DIRECTED.



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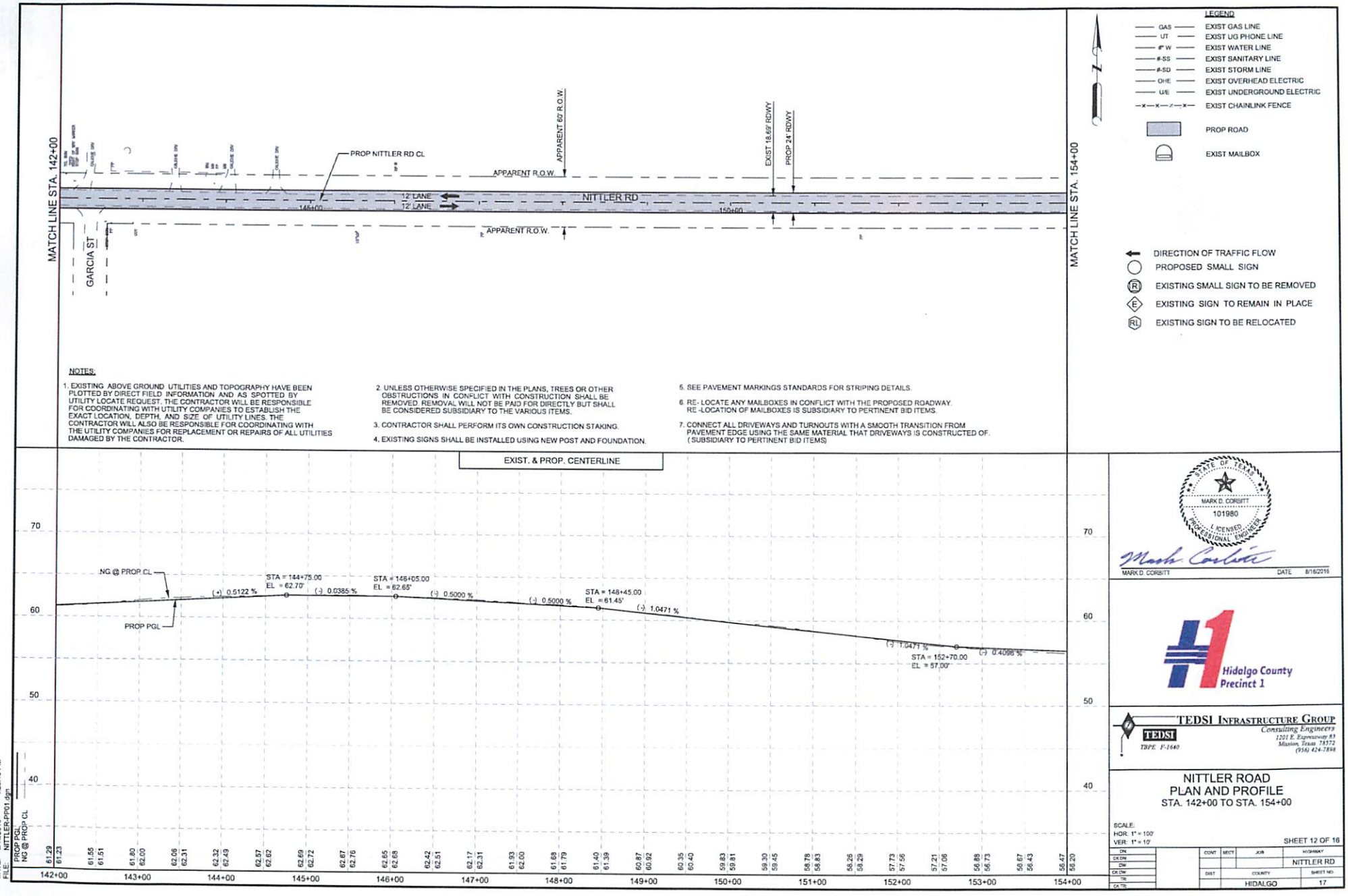
NITTLER ROAD
PLAN AND PROFILE
STA. 130+00 TO STA. 142+00

SCALE:
HOR. 1" = 100'
VER. 1" = 10'

SHEET 11 OF 16

DN	CK DN	DW	CK DW	CK TR

CONT	SECT	JOB	HIGHWAY
			NITTLER RD
DIST	COUNTY		SHEET NO.
	HIDALGO		16


MATCH LINE STA. 142+00
MATCH LINE STA. 154+00
GARCIA ST
PROP NITTLER RD CL
APPARENT R.O.W.
APPARENT 60' R.O.W.
EXIST 18.69' RDWY
PROP 24' RDWY
12' LANE
12' LANE
NITTLER RD
146+00
150+00
APPARENT R.O.W.
LEGEND
GAS EXIST GAS LINE
UT EXIST UG PHONE LINE
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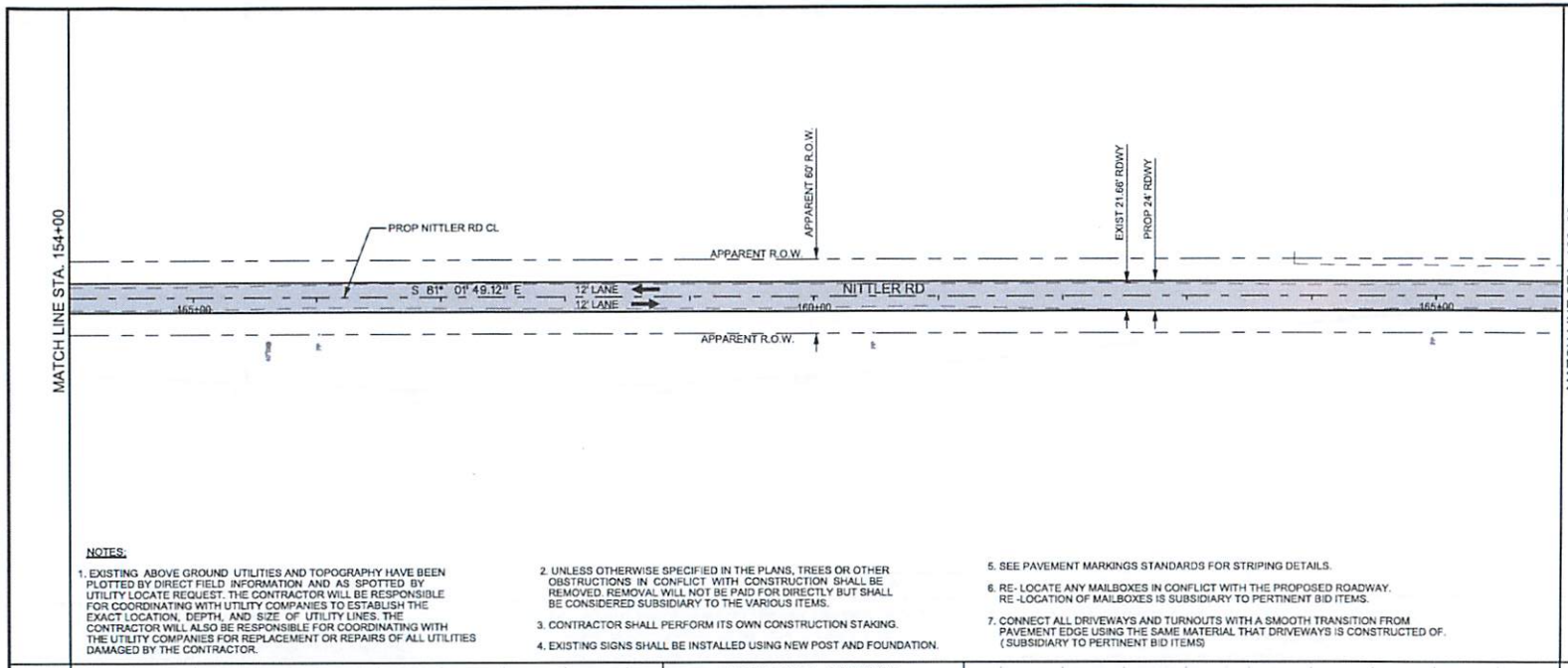
EXIST. & PROP. CENTERLINE
NG @ PROP.CL
PROP PGL
STA = 144+75.00
EL = 62.70'
STA = 146+05.00
EL = 62.65'
STA = 148+45.00
EL = 61.45'
STA = 152+70.00
EL = 57.00'
(+) 0.5122 %
(-) 0.0385 %
(-) 0.5000 %
(-) 0.5000 %
(-) 1.0471 %
(-) 1.0471 %
(-) 0.4096 %
70
60
50
40
61.29 61.23
61.55 61.51
61.80 62.00
62.06 62.31
62.32 62.49
62.57 62.62
62.69 62.72
62.87 62.76
62.85 62.68
62.42 62.51
62.17 62.31
61.93 62.00
61.68 61.79
61.40 61.39
60.87 60.92
60.35 60.40
59.83 59.81
59.30 59.45
58.78 58.83
58.26 58.29
57.73 57.56
57.21 57.06
56.88 56.73
56.67 56.43
56.47 56.20
142+00
143+00
144+00
145+00
146+00
147+00
148+00
149+00
150+00
151+00
152+00
153+00
154+00
STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER
MARK D. CORBITT
DATE 8/16/2016
Hidalgo County Precinct 1
TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI
TBPE F-1640
NITTLER ROAD
PLAN AND PROFILE
STA. 142+00 TO STA. 154+00
SCALE:
HOR: 1" = 100'
VER: 1" = 10'
SHEET 12 OF 16
DN
CK DW
DW
CK DW
TR
CK TR
CONT SECT JOB HIGHWAY
NITTLER RD
DIST COUNTY SHEET NO.
HIDALGO 17
DATE: 8/16/2016 4:28:15 PM
FILE: NITTLER-PP01.dgn



LEGEND

- GAS — EXIST GAS LINE
- UT — EXIST UG PHONE LINE
- 6" W — EXIST WATER LINE
- 8"SS — EXIST SANITARY LINE
- 8"SD — EXIST STORM LINE
- OHE — EXIST OVERHEAD ELECTRIC
- U/E — EXIST UNDERGROUND ELECTRIC
- EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX

- DIRECTION OF TRAFFIC FLOW
- PROPOSED SMALL SIGN
- (R) EXISTING SMALL SIGN TO BE REMOVED
- (E) EXISTING SIGN TO REMAIN IN PLACE
- (RL) EXISTING SIGN TO BE RELOCATED

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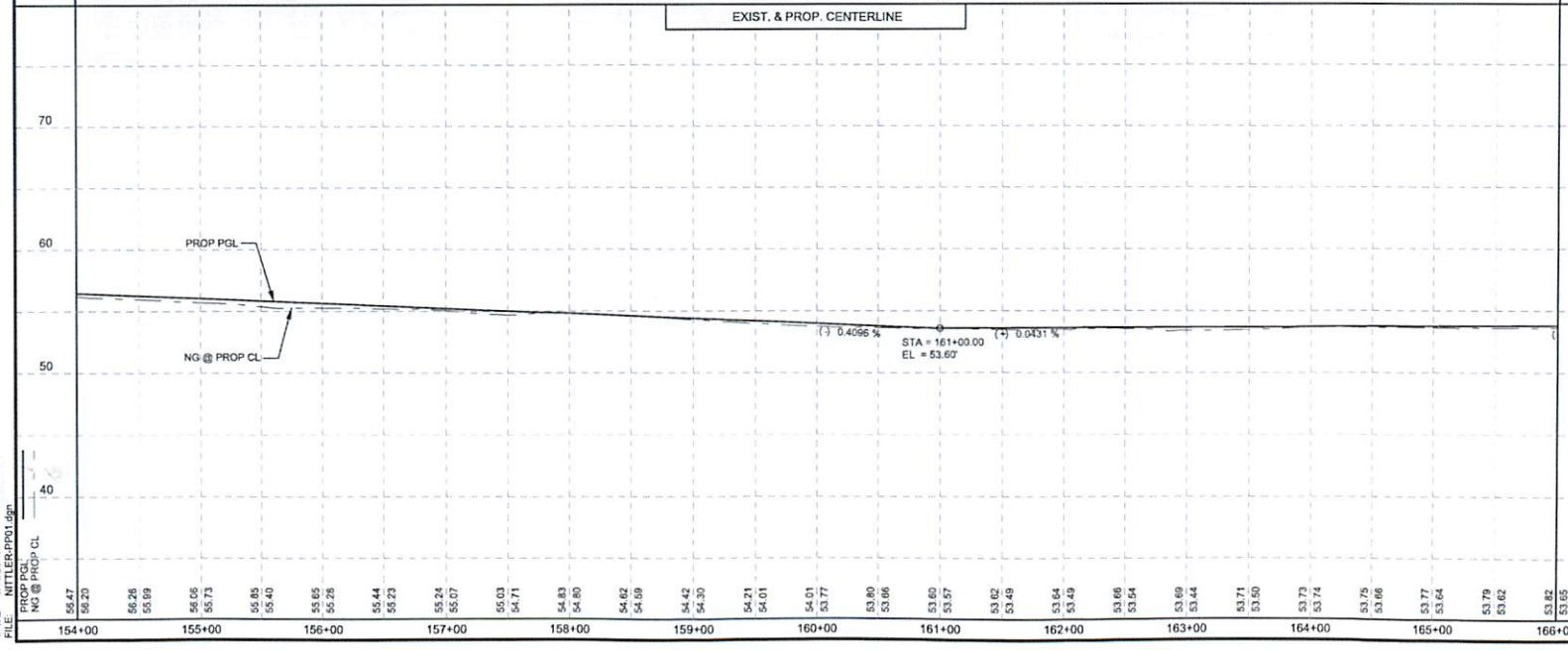

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FILE: NITTLER-PP01.dgn

PROP PGL
NG @ PROP CL

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/16/2016

Hidalgo County Precinct 1

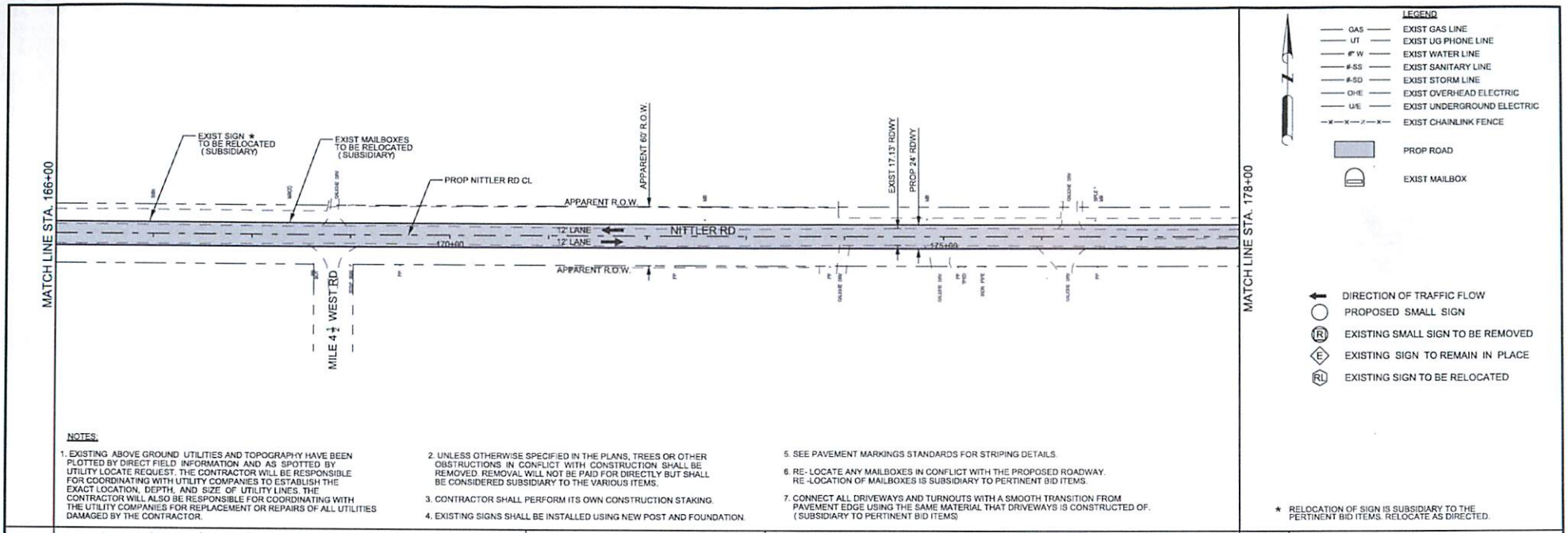
TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7894

NITTLER ROAD
PLAN AND PROFILE
STA. 154+00 TO STA. 166+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 13 OF 16

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:				NITTLER RD
DW:	DIST	COUNTY		SHEET NO.
CK DW:		HIDALGO		18
TR:				
CK TR:				



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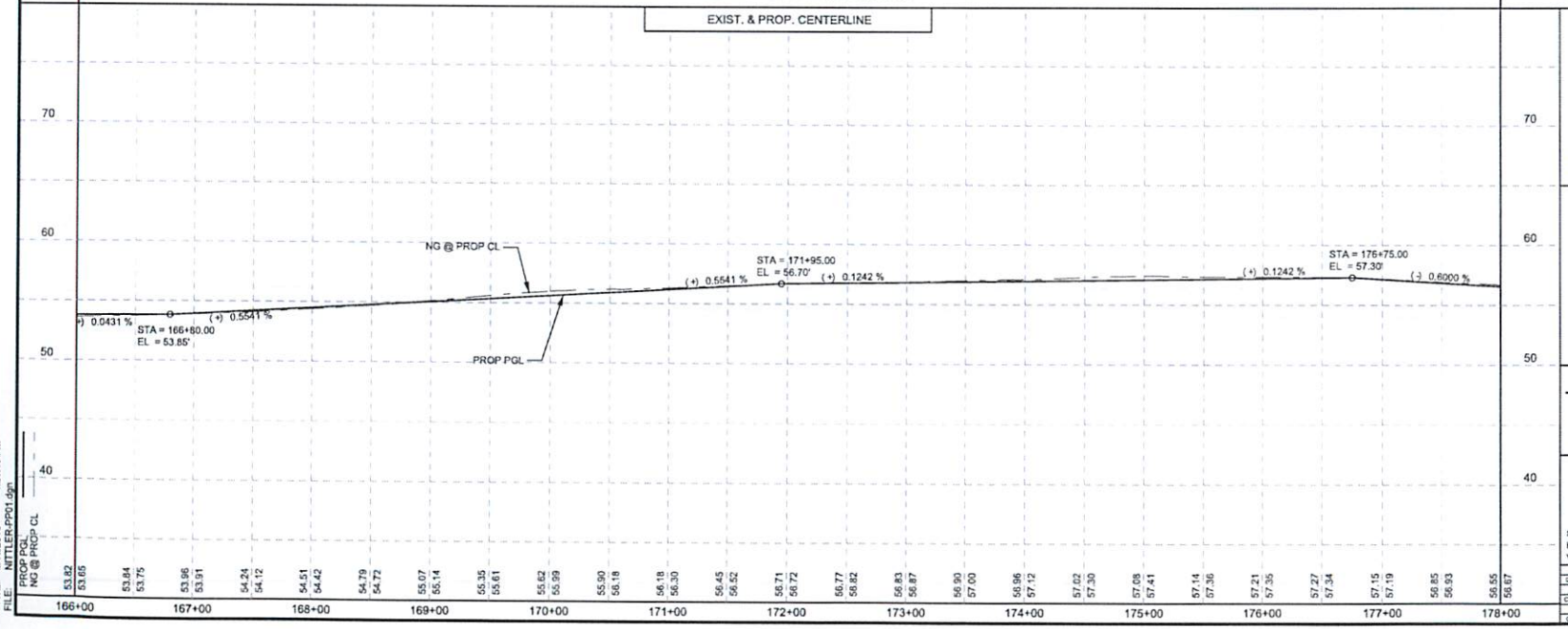


DATE: 8/16/2016 4:28:16 PM
FILE: NITTLER-PP01.dgn

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/16/2016

Hidalgo County Precinct 1

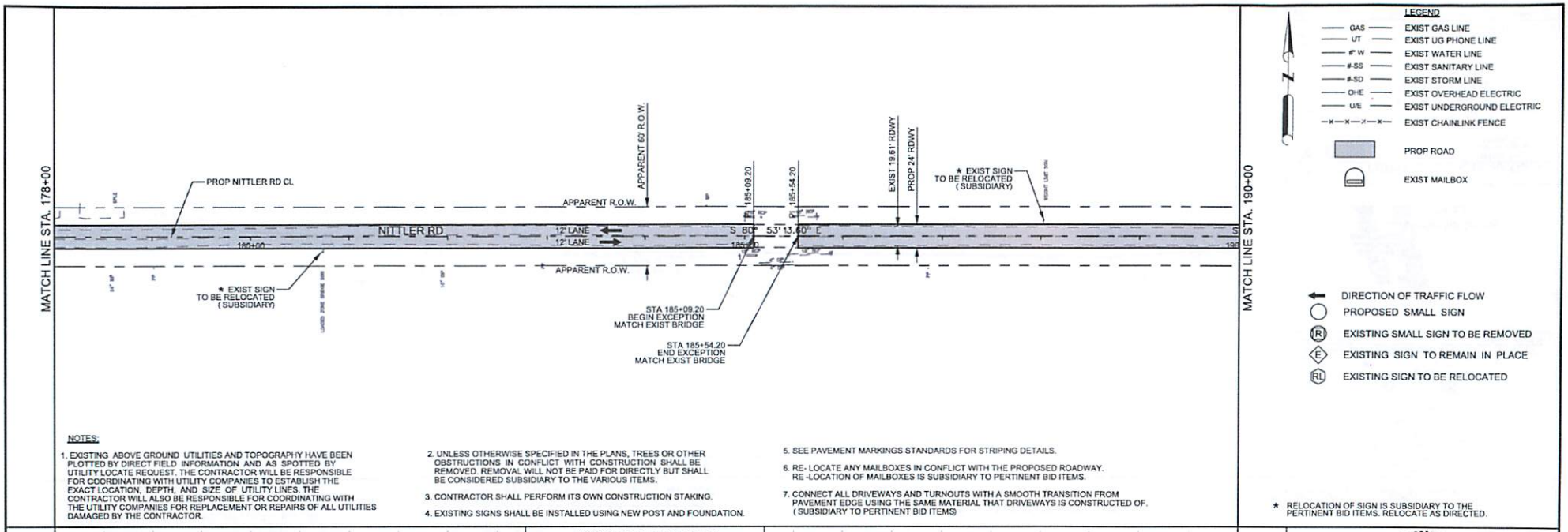
TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI TBPE F-1640

NITTLER ROAD
PLAN AND PROFILE
STA. 166+00 TO STA. 178+00

SCALE:
HOR: 1" = 100'
VER: 1" = 10'

SHEET 14 OF 16

DN	CONT	SECT	JOB	HIGHWAY
CK DN				NITTLER RD
DW	DIST	COUNTY		SHEET NO.
CK DW		HIDALGO		19
TR				
CK TR				



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- PROP ROAD
- EXIST MAILBOX

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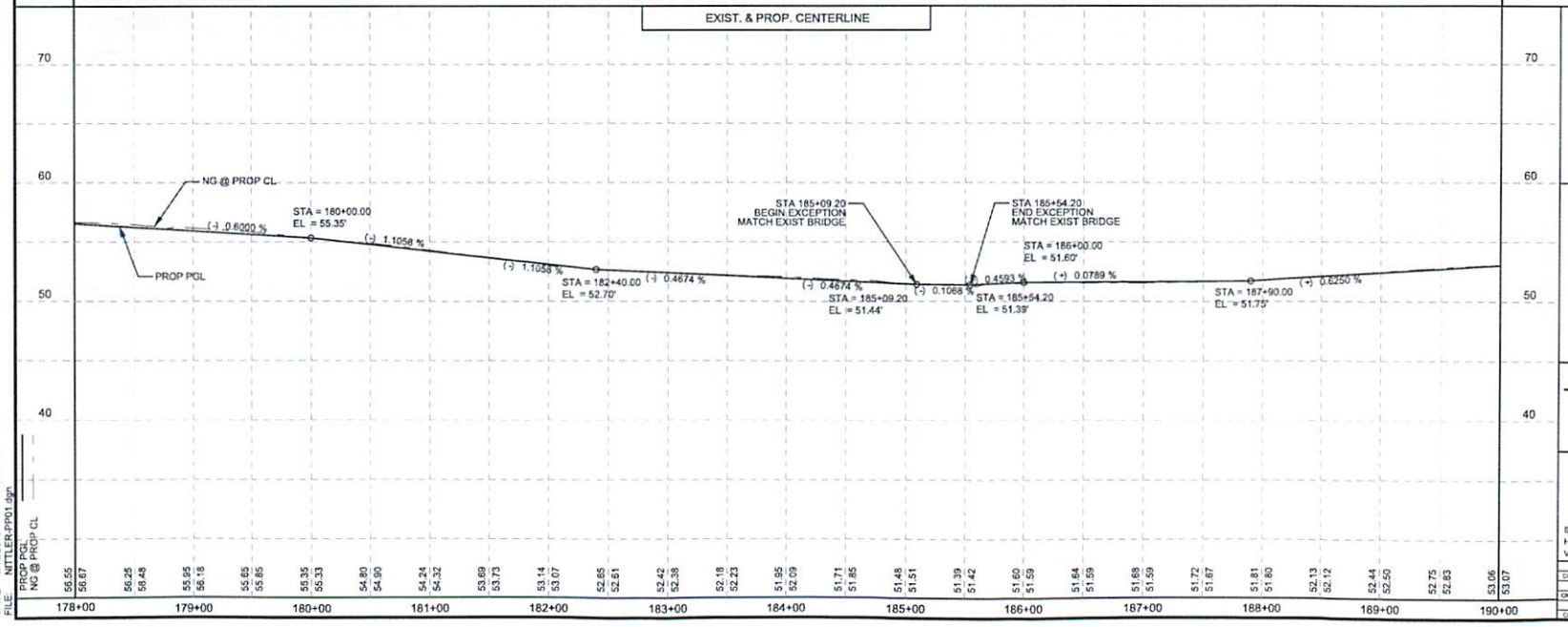

DATE: 8/15/2016 4:26:16 PM
FILE: NITTLER-PP01.dgn

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MARK D. CORBITT DATE 8/16/2016

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Mission, Texas 78572
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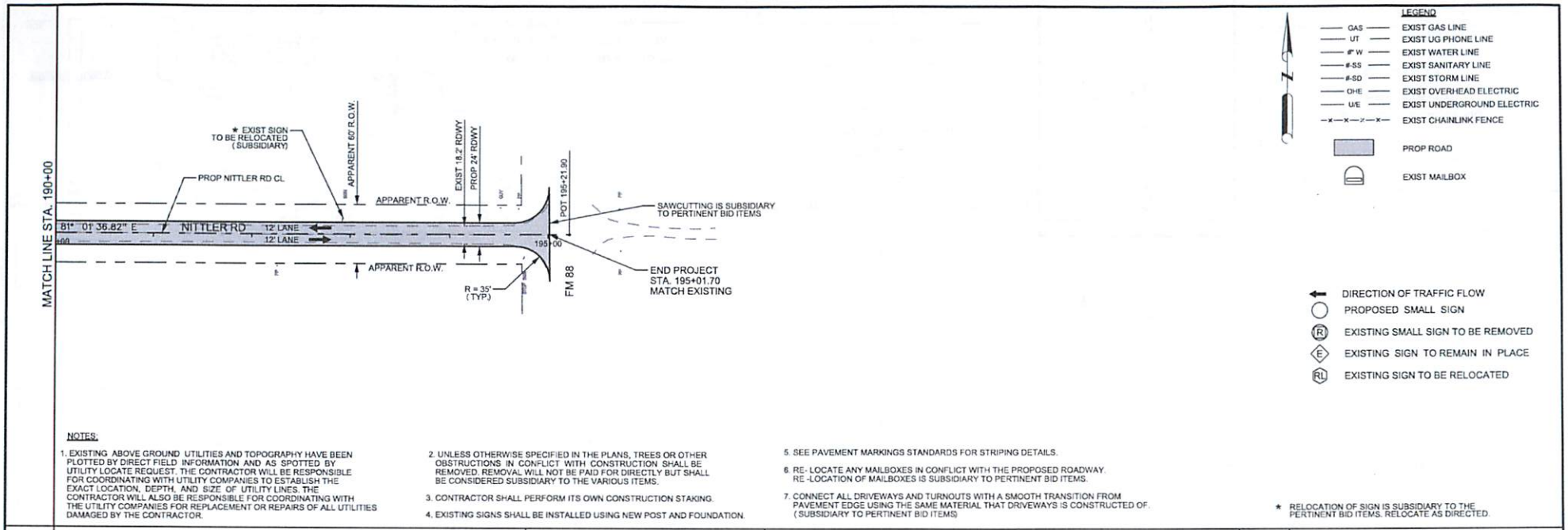
NITTLER ROAD
PLAN AND PROFILE
STA. 178+00 TO STA. 190+00

SCALE:
HOR. 1" = 100'
VER. 1" = 10'

SHEET 15 OF 16

DN	CONT	SECT	JOB	HIGHWAY
CK DW				NITTLER RD
DW	DIST	COUNTY		SHEET NO.
CK DW		HIDALGO		20
TR				
CK TR				



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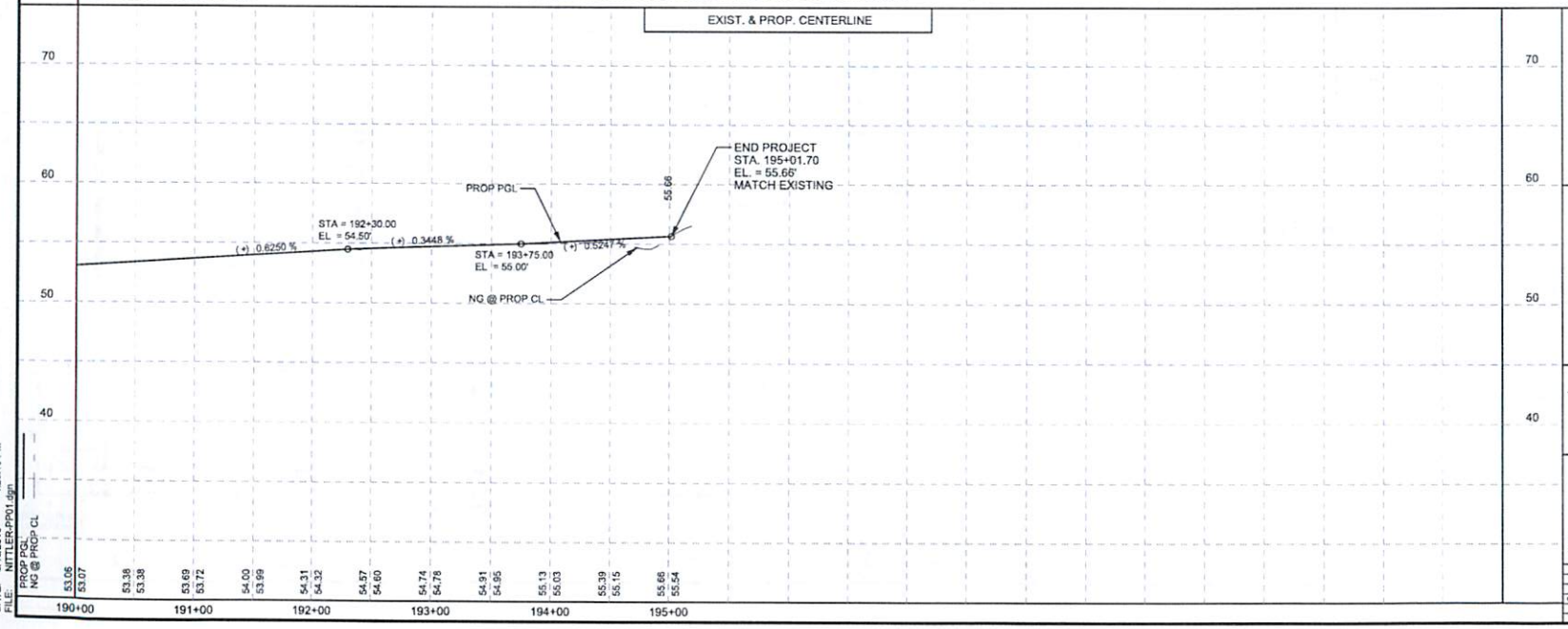

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FILE: NITTLER-PP01.dgn

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/16/2016

Hidalgo County Precinct 1

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1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7896
TEDSI TBPE F-1640

NITTLER ROAD
PLAN AND PROFILE
STA. 190+00 TO STA. 195+00

SCALE:
HOR. 1" = 100'
VER. 1" = 10'

SHEET 16 OF 16

DN	CONT	SECT	JOB	HIGHWAY
CK DN				NITTLER RD
DW	DIST	COUNTY		SHEET NO.
CK DW		HIDALGO		21
TR				
CK TR				

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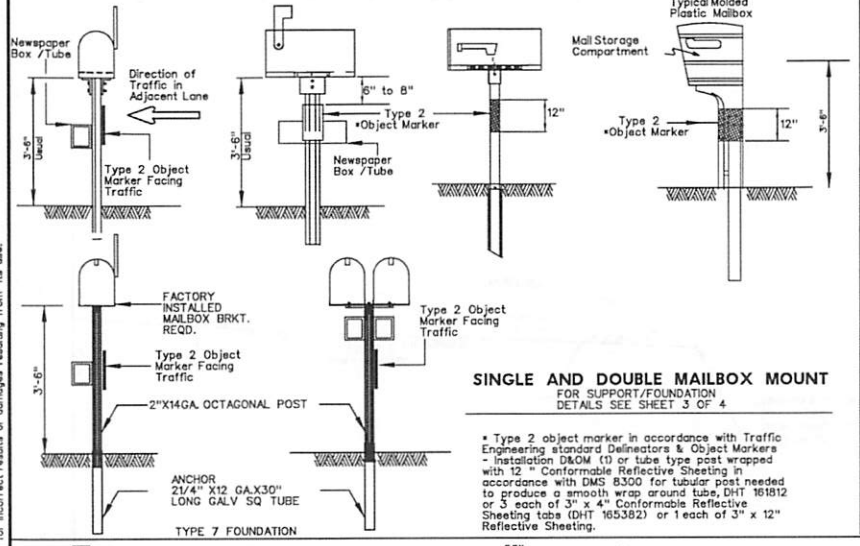


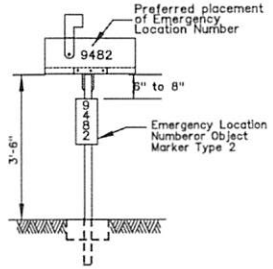
SINGLE AND DOUBLE MAILBOX MOUNT

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4

* Type 2 object marker in accordance with Traffic Engineering standard Delineators & Object Markers - Installation D&OM (1) or tube type post wrapped with 12 " Conformable Reflective Sheeting in accordance with DMS 8300 for tubular post needed to produce a smooth wrap around tube, DHT 161812 or 3 each of 3" x 4" Conformable Reflective Sheeting tabs (DHT 165382) or 1 each of 3" x 12" Reflective Sheeting.

Note: Mailbox installations in sidewalk areas shall be in accordance with the latest TxDOT Pedestrian Facilities Curb ramps standard *PED-XX for pedestrian facilities.

*PED-XX: XX is the standard year for example PED- 12 , PED-13,etc.



PLACEMENT OF EMERGENCY LOCATION NUMBER

Location Number shall be placed on: 1. A yellow, type A plate with class 1 flat surface reflective sheeting in accordance with DMS 8600. The color of numbers shall be black. or 2: A green or blue plate with white numbers attached to post beside the object marker. Other contrasting color configuration, as approved , may be used. (Use Same type plate as used for the type 2 Object Marker. Recommended sign size is 6" by 15")

TYPICAL MAILBOX SIZE				LIGHT WEIGHT MATERIAL	
				SHEET METAL	**PLASTIC
	LENGTH	WIDTH	HEIGHT	MAXIMUM WEIGHT	
SIZE	INCHES			POUNDS	
SMALL	19 1/2	6	7	5	5
MEDIUM	22 1/2	8	11 1/2	7	7
LARGE	23 1/2*	11 1/2*	13 1/2*	10	10

* Maximum allowed dimensions for mailbox
** Excluding Molded Plastic on 4 X 4 Post

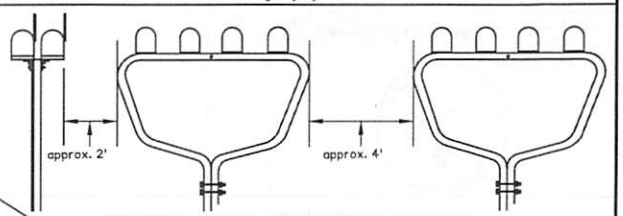
LOCKABLE ARCHITECTURAL MAILBOX SIZE (INCHES)					
VIEW	TOP	BOTTOM	FRONT SIDE	BACK SIDE	WEIGHT
SIDE	18	15	18.3	15	(POUNDS)
BACK	11 1/2	11 1/2		15	22.4

SEE TOP RIGHT CORNER OF SHEET 2 OF 4

MAILBOX SIZES

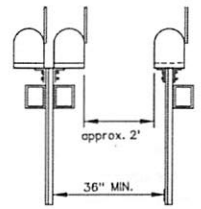
Mailboxes shall be made of light weight sheet metal or light weight plastic. Lockable architectural mailboxes shall meet the requirements of the above table.

Heavy steel, cast iron or decorative mailboxes shall not be used on the state highway system.



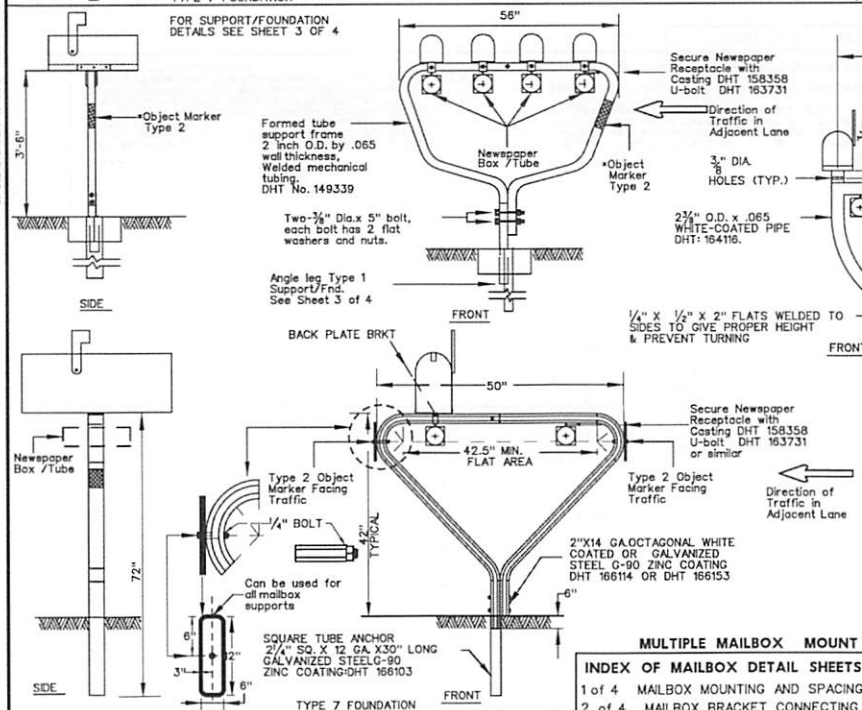
4' Clear Distance between multiple installations and 2' clearance between double or single installations and the multiple installation. DHT #'s 164116 or 149339.

MULTIPLE MAILBOX PLACEMENT



Clear Distance between single or double mounted posts. (Normally when 3 or more mailboxes are in one location, a multiple support is used).

SINGLE & DOUBLE MAILBOX PLACEMENT



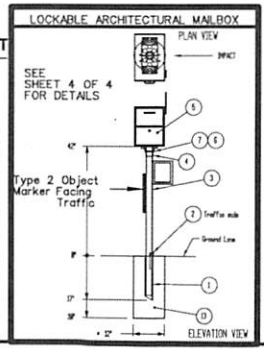
DOUBLE AND MULTIPLE MAILBOX MOUNT

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4 FOR DHT NUMBERS SEE SHEET 4 OF 4

NEWSPAPER RECEPTACLE

A light weight receptacle for newspaper delivery can be attached to mailbox posts as shown on this page if the receptacle:

- Does not touch the mailbox.
- Does not present a hazard to traffic or delivery of the mail.
- Does not extend beyond the front of the mailbox.
- Does not display advertising, except the publication title.
- Newspaper receptacles on separate supports are prohibited.



MULTIPLE MAILBOX MOUNT

INDEX OF MAILBOX DETAIL SHEETS

1 of 4 MAILBOX MOUNTING AND SPACING
2 of 4 MAILBOX BRACKET CONNECTING DETAILS
3 Of 4 MAILBOX SUPPORT / FOUNDATION
4 of 4 TABLE OF DHT NUMBERS

Texas Department of Transportation — Maintenance Division Standard

MAILBOX MOUNTING AND SPACING

MB-15(1)

FILE: MB15(1).DGN	DN: JED	CK: JED	DW:	CK:
©TxDOT APRIL 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS: Added additional newspaper receptacle for double mailbox support	DIST	COUNTY		NITTLER
				SHEET NO. 22

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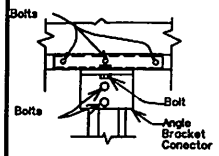
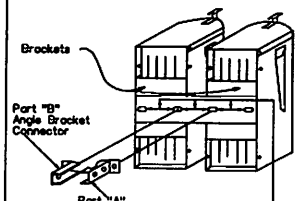


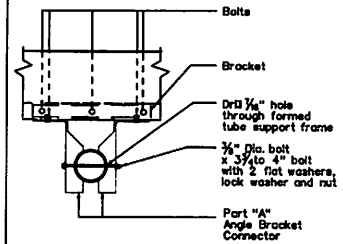
For bolt sizes see details below for "SMALL MAILBOX" and "MEDIUM AND LARGE MAILBOXES"

SINGLE MAILBOX

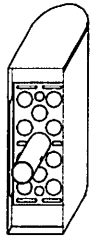


(Not permitted for Large Mailboxes)

DOUBLE MAILBOX

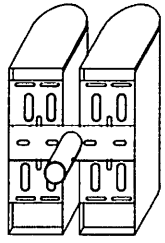


MULTIPLE MAILBOX



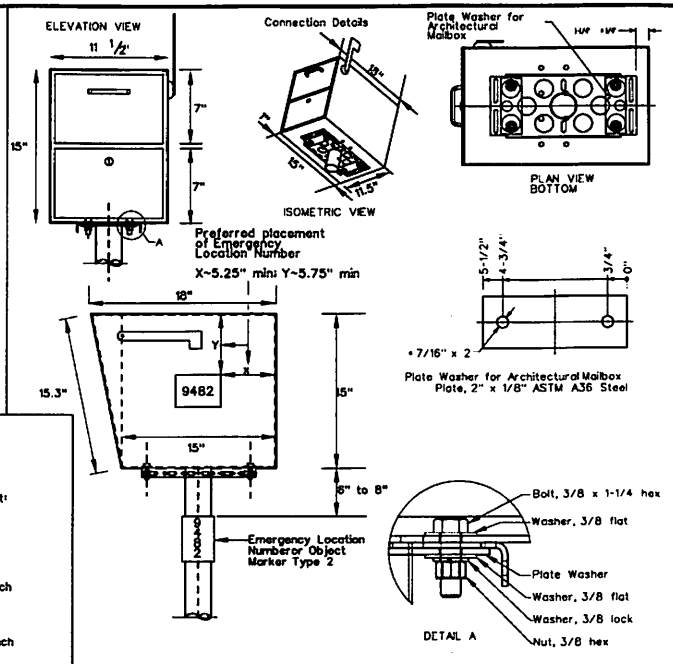
To be used with 2 3/8" OD RR or thinwall Steel posts.

WELDED SINGLE MAILBOXBRACKET

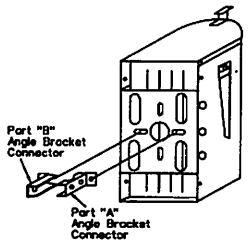


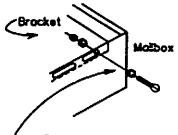
To be used with thinwall Steel posts. Not to be used with RR posts.

WELDED DOUBLE MAILBOX BRACKET WITHADAPTER PLATE



LOCKABLE ARCHITECTURAL MAILBOX CONNECTION DETAILS



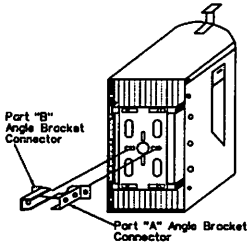


Bracket to mailbox attachment: 6 - 1/4" Dia. x 3/4" bolt w/ 2 flat washers and nut per each bolt.

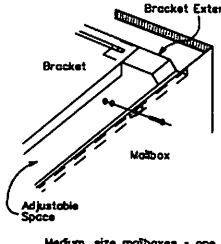
Angle to bracket attachment: 2 - 3/8" Dia. x 3/4" bolt with 2 flat washers, lock washer and nut per each bolt.

Angle to 2 - 3/8" Dia. x 2 1/2" bolt with 2 flat washers, lock washer and nut per each bolt.

SMALL MAILBOX



Use both Parts "A" and "B" Angle Bracket Connectors for Winged Channel Posts



Bracket to mailbox attachment: 6 - 1/4" Dia. x 3/4" bolt w/2 flat washers and nut per each bolt.

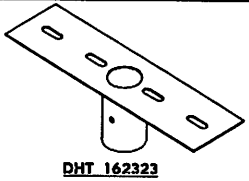
Bracket to bracket extension attachment: 2 - 1/4" Dia. x 3/4" carriage bolt w/ flat washer, lock washer and nut per bolt (4 bolts required if 2 bracket extensions are used).

Angle to bracket attachment: 2 - 3/8" Dia. x 3/4" bolt w/2 flat washers, lock washer and nut per each bolt.

Angle to mailbox support attachment: 2 - 3/8" Dia. x 2 1/2" bolt w/2 flat washers, lock washer, and nut per each bolt.

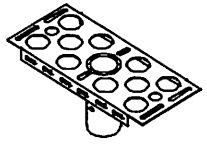
Medium size mailboxes - one extension bracket
Large size mailboxes - two extension brackets

MEDIUM AND LARGE MAILBOXES



DHT 162323

For use with galvanized thinwall steel posts DHT • 143425 or powder-coated thinwall steel post DHT • 162911.

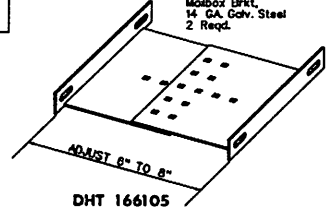


DHT 161443

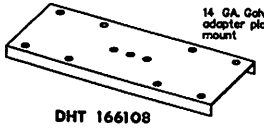
For use with RCR post DHT • 161442 or galvanized thinwall steel post DHT • 143426 or powder-coated thinwall steel post. DHT • 162911.

DHT #3789

Used for mounting two Mailboxes on the same post.



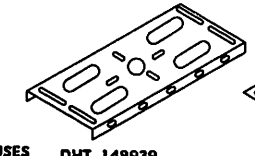
DHT 166105



DHT 166108

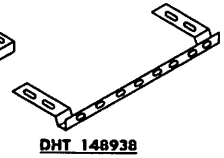
HARDWARE AT TXDOT REGIONAL WAREHOUSES

Brackets and adapter plate shown in this section should be available to the Contractor when stated elsewhere in plans or specifications.



DHT 148939

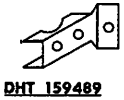
Mailbox Bracket



DHT 148938

Used for extending 6" wide bracket to attach larger mailboxes.

Bracket Extension



DHT 159489

Part "A" Angle Bracket Connector

DHT 159490

Part "B" Angle Bracket Connector

DHT 2917

Angle Bracket For Temporary Mailbox

See Table of Applicable DHT Numbers on sheet 4 of 4 for DHT description and unit of measure.

GENERAL NOTES

1. Connecting hardware detailed on this sheet is for the hardware that the Department stocks at the Regional Warehouses. This hardware is available to the contractor only when so stated elsewhere in the plans or specification.
2. Hardware for mounting mailboxes to the support/foundation furnished by industry should be used when shown on the Maintenance Divisions "Approved Products List." Only mailbox hardware that have been crash tested in accordance with NCHRP Report 350, will be on the approved list.
3. Hardware furnished by industry shall be erected in accordance with the manufacturer's recommendation.
4. Bracket and bracket extension shall be constructed of 14 gauge galvanized steel sheet metal.
5. The angles, brackets and adapter plates shall be constructed of 12 gauge galvanized steel sheet metal.
6. Items with evidence of damage to the galvanized coating or wet storage stains (white rust) will not be accepted.

SHEET 2 OF 4

Texas Department of Transportation | Maintenance Division Standard

MAILBOX BRACKET CONNECTING DETAILS

MB-15(1)

FILENAME=MB15.DGN	DN=JED	CK=	DW=JED	CK=
©TxDOT APRIL 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS ADDED DHT 163725				METTLER
	DIST	COUNTY		SHEET NO. 23

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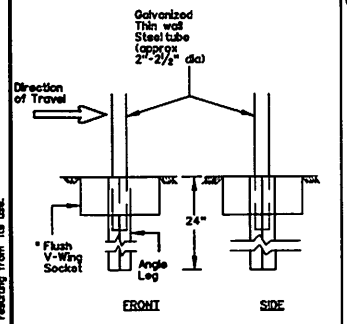
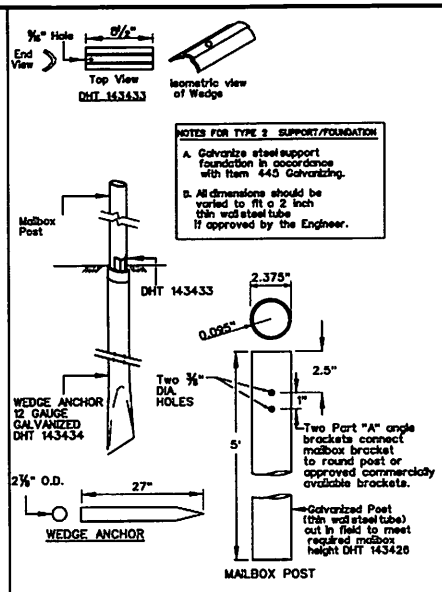


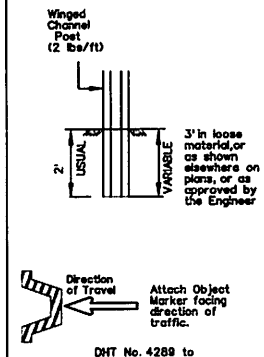
TYPE 1 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ V-LOC ANCHORAGE



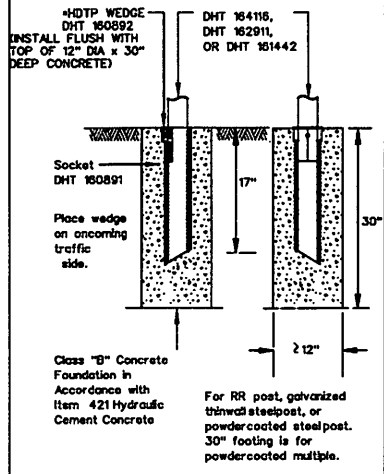
TYPE 2 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ WEDGE ANCHOR SYSTEM



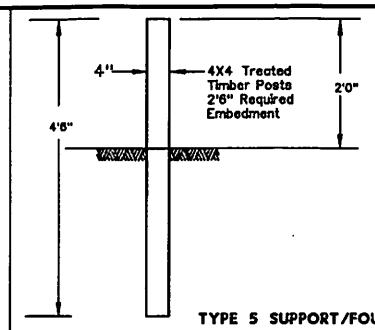
TYPE 3 SUPPORT/FOUNDATION

WINGED CHANNEL POST



TYPE 4 SUPPORT/FOUNDATION

FOR WHITECOATED STEEL POST, MULTIPLE POST, AND RECYCLED RUBBER.

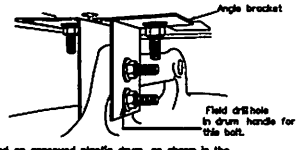


TYPE 5 SUPPORT/FOUNDATION

FOR ONE PIECE MOLDED PLASTIC MAILBOX

ONE PIECE MOLDED PLASTIC MAILBOXES

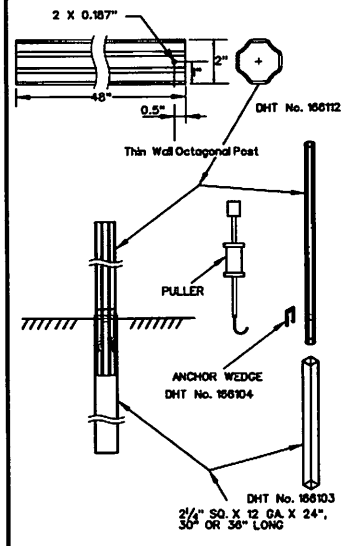
Molded Plastic Mailboxes shall be installed on 4"x4" treated timber posts only. The use of steel pipe or structural tubing in place of timber post is prohibited.



Placed on approved plastic drum as shown in the Compliant Work Zone Traffic Control Devices (CWZTCD).
Existing attachment hardware shall be used unless damaged. Damaged hardware shall be replaced.

TYPE 6 TEMPORARY MAILBOX SUPPORT

CONNECTION DETAIL



TYPE 7 MAILBOX SUPPORT/FOUNDATION

CONNECTION DETAIL

MB-(X) ASSM TY (XXX) (X) (XX) (OPTIONAL)

Type of Mailbox
- S = Single
- D = Double
- M = Multiple
- SP = Single Plastic

Type of Post
- WC = Winged Channel Post
- RR = Recycled Rubber
- TWW = Thin Walled White Tubing
- TWG = Thin Walled Galvanized Tubing
- TBM = Timber

Type of Foundation
- Ty 1 = V-Loc
- Ty 2 = Wedge Anchor Steel System
- Ty 3 = Winged Channel post
- Ty 4 = Wedge Anchor Plastic System
- Ty 5 = 4 X 4 Post
- Ty 7 = Wedge Anchor

Type of Bracket
- AB = Angle Bracket.
- TB = 2.375" Tube Bracket

DOUBLE AND LARGE MAILBOXES MUST BE ON STEEL POST.

*HDTP: High density thermoplastic polyesters

GENERAL NOTES

1. Erect post plumb or vertical.
2. When galvanized post is required galvanize in accordance with Item 445.
3. type 1, 2, 3, 4 or 7 supports or foundation can be used for single or double mailbox installations. The RCR post should be used only for a single installation with a small mailbox. The Type 5 support/foundation is used for the single molded plastic mailbox. The Type 4 support/foundation is used for the 2.375" O.D. RR post, thin wall steel post, and white multiple mailbox post.
4. The Type 1 or type 7 support/foundation can be used for a multiple mailbox mount.
5. The Type 4 support should be used with thin wall steel pipe for the medium, large and double mailbox installations.
6. Use a concrete footing as shown or when directed. Concrete footing will be required when soils do not hold the support/foundations in a stable condition.

SHEET 3 OF 4

Texas Department of Transportation

Maintenance Division Standard

MAILBOX SUPPORT AND FOUNDATION

MB-15(1)

FILE: MB15(1).DGN	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT APRIL 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS				NITTLER
	DIST	COUNTY		SHEET NO. 24

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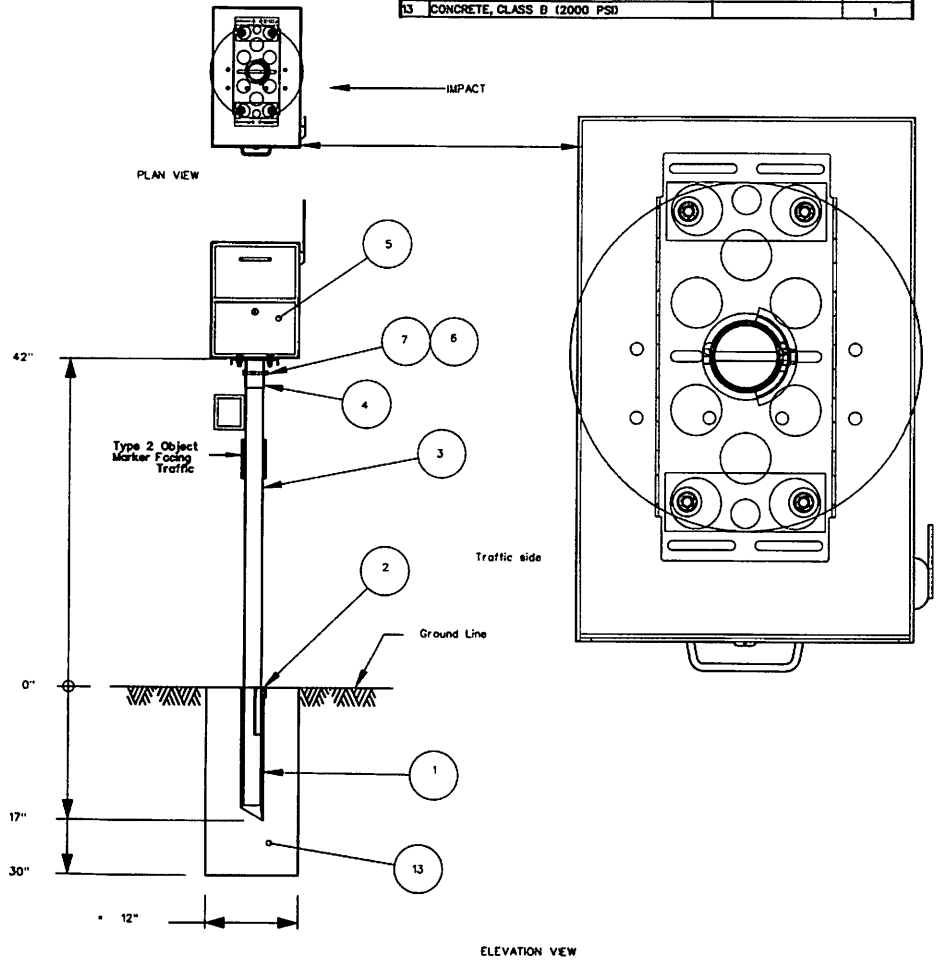
LOCKABLE ARCHITECTURAL MAILBOX

SINGLE-MOUNT INSTALLATION PARTS			
•	PART NAME	PART/DHT •	QTY
1	SOCKET, TYPE 4 FOUNDATION	160891	1
2	WEDGE FOR TYPE 4 FOUNDATION	160892	1
3	THIN-WALL WHITE STEEL TUBE 2.375 OD	162911	1
4	BRACKET FOR ATTACHING MAILBOX	161443	1
5	ARCHITECTURAL MAILBOX	SEE NOTE	1
6	NUT, 5/16" HEX	NUT, 5/16" HEX	1
7	BOLT, 5/16 X 3 HEX	GRADE 5	1
8	PLATE WASHER FOR ARCHITECTURAL MAILBOX	SEE SEE SHEET 2	2
9	WASHER, 3/8 FLAT		8
10	WASHER, 3/8 LOCK		4
11	NUT, 3/8 HEX		4
12	BOLT, 3/8 X 1-1/4 HEX	GRADE 5	4
13	CONCRETE, CLASS B (2000 PSI)		1

LOCKABLE ARCHITECTURAL MAILBOX DETAILS



ELEVATION VIEW

TABLE OF APPLICABLE DHT NUMBERS	
DHT NUMBER	DESCRIPTION
	FOUNDATIONS
46625	WEDGE FOR V-WING SOCKET FOR TYPE 1 FOUNDATION
149340	V-WING SOCKET FOR TYPE 1 FOUNDATION
143433	WEDGE FOR TYPE 2 FOUNDATION
143434	ANCHOR FOR TYPE 2 FOUNDATION
166103	ANCHOR FOR TYPE 7 FOUNDATION
160891	SOCKET FOR TYPE 4 FOUNDATION
160892	WEDGE FOR TYPE 4 FOUNDATION
166104	WEDGE FOR TYPE 7 FOUNDATION
	POSTS
4289	WINGED CHANNEL MAILBOX POST
149339	MULTIPLE MAILBOX POST (GALVANIZED TUBING)
164118	MULTIPLE MAILBOX POST (WHITE COATED)
166114	MULTIPLE MAILBOX POST (WHITE COATED OCTAGONAL)
166153	MULTIPLE MAILBOX POST (GALVANIZED OCTAGONAL)
161442	RECYCLED RUBBER POST. FOR SMALL MAILBOX ONLY
143428	THIN-WALL GALVANIZED STEEL TUBE 2.375" OUTER DIAMETER
162911	THINWALL WHITE STEEL TUBE 2.375" OUTER DIAMETER
166152	SINGLE OR DOUBLE THIN-WALL MAILBOX POST GALVANIZED 2" OCTAGONAL
166112	SINGLE OR DOUBLE THIN-WALL MAILBOX POST WHITECOATED 2" OCTAGONAL
	REFLECTIVE SHEETING
161812	REFLECTIVE SHEETING FOR EMERGENCY LOCATION NUMBER PANEL
	CONNECTING HARDWARE
2917	ANGLE BRACKET USED FOR TEMPORARY MAILBOX SUPPORT
166105	BRACKET FOR SINGLE MOUNTING OF MAILBOXES (MOUNTING KIT)
3789	PLATE FOR DOUBLE MOUNTING OF MAILBOXES
166108	BRACKET FOR DOUBLE MOUNTING OF MAILBOXES (MOUNTING KIT)
166111	BRACKET FOR MULTIPLE MOUNTING OF MAILBOXES (MOUNTING KIT)
148939	BRACKET FOR ATTACHING SMALL OR MEDIUM SIZE MAIL BOX
148938	EXTENDER TO BRACKET FOR ATTACHING LARGE MAILBOX
159489	ANGLE BRACKET PART A
159490	ANGLE BRACKET PART B
162323	BRACKET FOR DOUBLE MOUNTING OF MAILBOXES ON THINWALL STEEL POST, GALVANIZED OR POWDERCOATED.
161443	BRACKET FOR ATTACHING MAILBOX TO RECYCLED RUBBER POST AND TO MULTIPLE WHITE MAILBOX POST
158358	CASTING (NEWSPAPER RECEPTACLE BRACKET)
163731	U-BOLT (NEWSPAPER RECEPTACLE BRACKET)
260698	BOLT:HEX HEAD, GALV:3/8"DIA X 3/4"L HD, W/2-FLAT WASHERS
263750	BOLT:HEX HEAD, GALV:3/8" X 1-1/2, 16 NC, W/WASHERS
260701	BOLT:HEX HEAD, GALV:3/8"DIA X 2-1/2"L, HD, W/2-FLAT WASHERS
263730	BOLT:HEX HEAD, GALV:3/8" X 3-1/2", NC, W/NUT, 2 FLAT WASHERS
260699	BOLT:HEX HEAD, GALV:3/8"DIA X 3-3/4"L HD, W/2-FLAT WASHERS
260700	BOLT:HEX HEAD, GALV:3/8"DIA X 4"L HD, W/2-FLAT WASHERS

SHEET 4 OF 4

Texas Department of Transportation — Maintenance Division Standard

DHT NUMBERS TABLE

MB-15(1)

FILE: MB15-1.DGN	DN:	CK:	DW:	CK:
©TxDOT APRIL 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS				NITTLER
	DIST	COUNTY		SHEET NO.
				25

SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

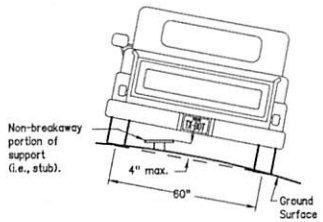
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-1) to (SLIP-3))

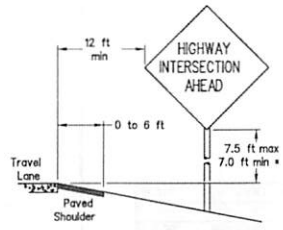
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

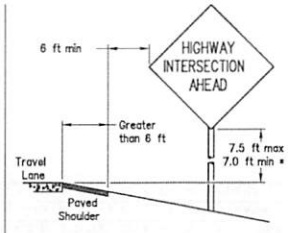
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

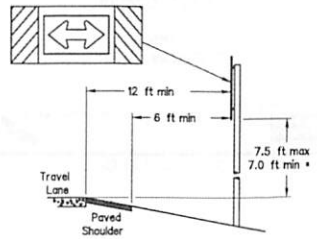
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



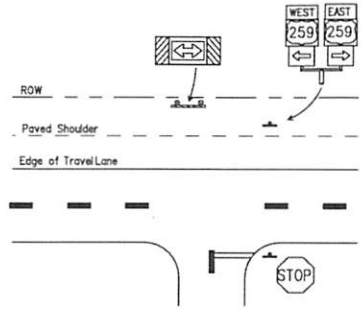
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

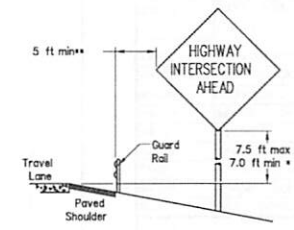
T-INTERSECTION



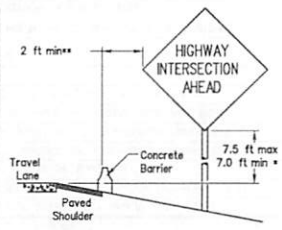
When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



BEHIND BARRIER

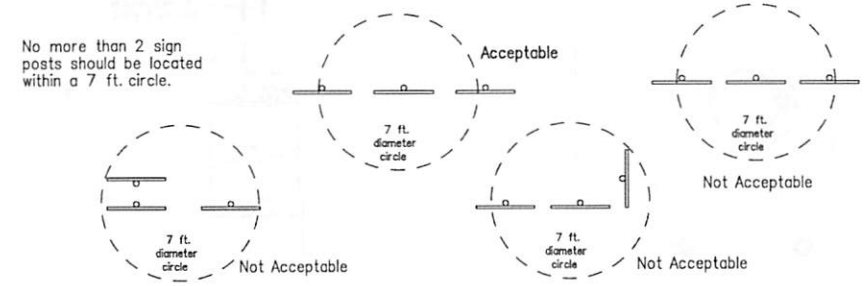


BEHIND GUARDRAIL



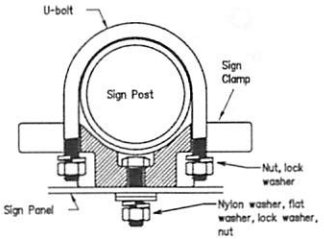
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

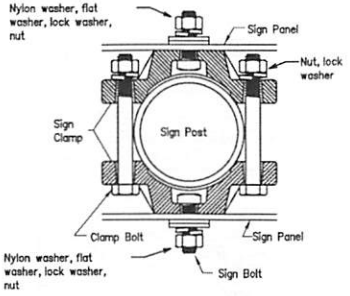


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

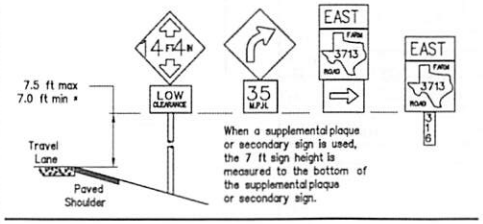
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



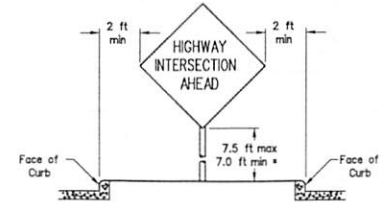
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



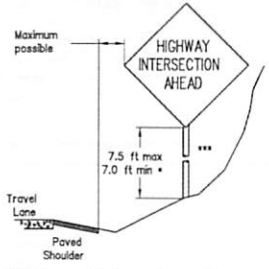
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

* Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:
http://www.txdot.gov/publications/traffic.htm

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

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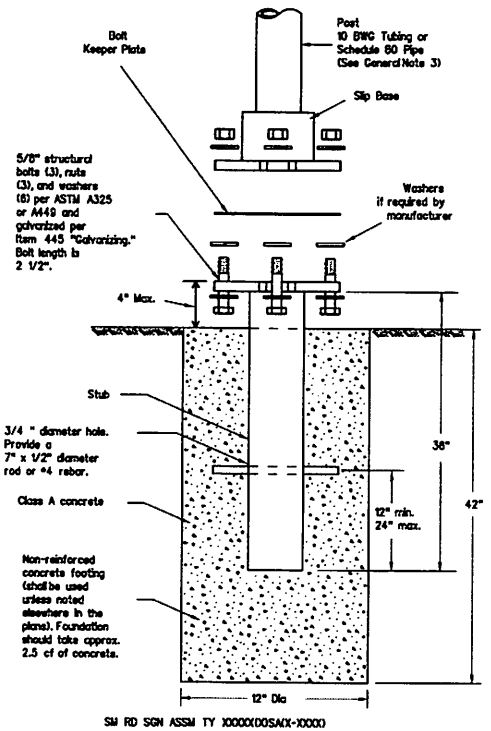
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(XX)SA(X)-XXXX

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer list.htm_ The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   - 10 BWG Tubing (2.875" outside diameter)
     - 0.134" nominal wall thickness
     - Seamless or electric-resistance welded steel tubing or pipe
     - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
     - Other steels may be used if they meet the following:
       - 55,000 PSI minimum yield strength
       - 70,000 PSI minimum tensile strength
       - 20% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
     - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
     - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
   - Schedule 80 Pipe (2.875" outside diameter)
     - 0.276" nominal wall thickness
     - Steel tubing per ASTM A500 Gr C
     - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
       - 46,000 PSI minimum yield strength
       - 62,000 PSI minimum tensile strength
       - 21% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
     - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
     - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is:
   http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

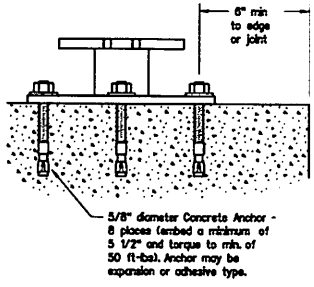
Foundation

1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support

1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the traveled way (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the traveled way. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(XX)SB(X)-XXXX

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type II epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

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				27

268

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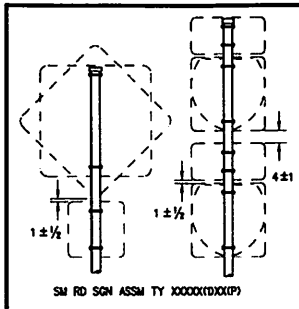

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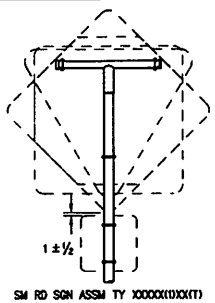

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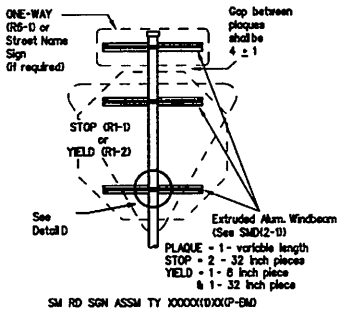

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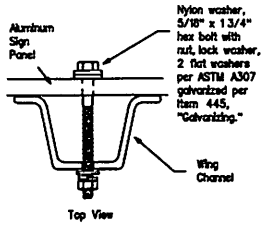
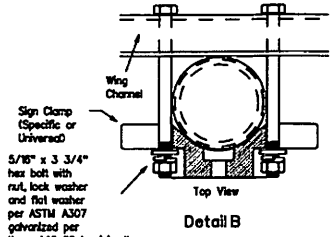
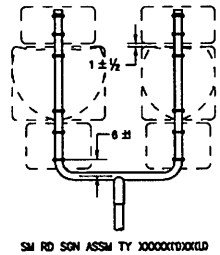


Detail A



Detail B



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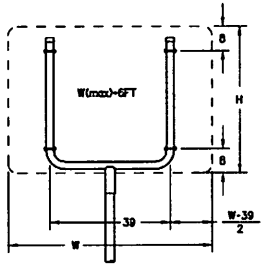

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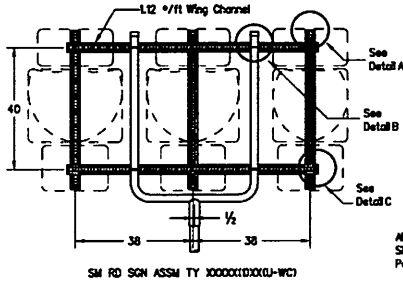

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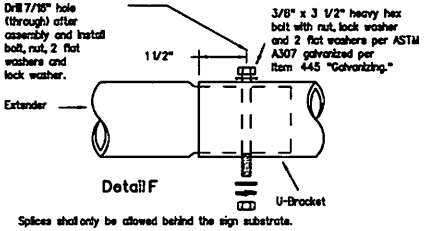
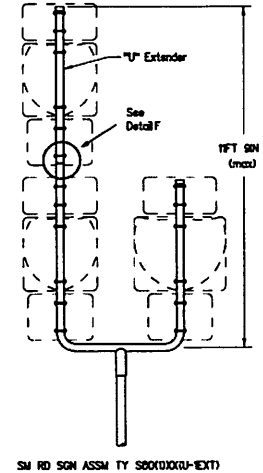
(See Note 10)



Detail F

Splices shall only be allowed behind the sign substrate.



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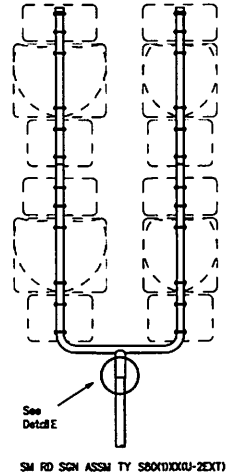

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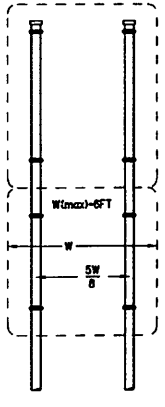

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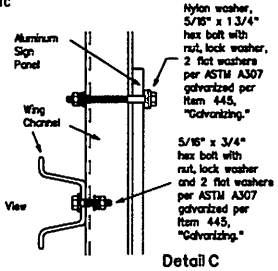
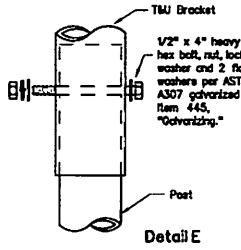
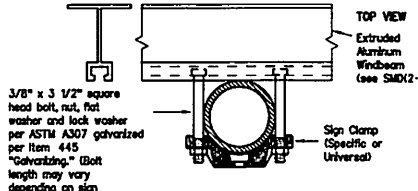


Detail C

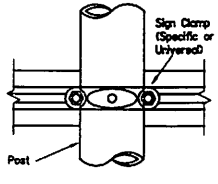
SIDE VIEW

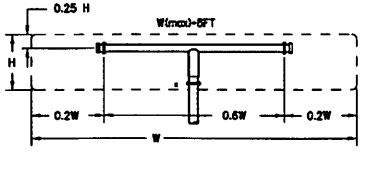


Detail E



Detail D

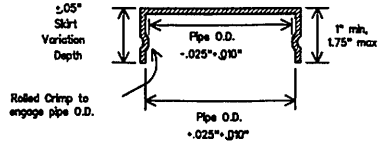




All dimensions are in english unless detailed otherwise.

SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1.
2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x18-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

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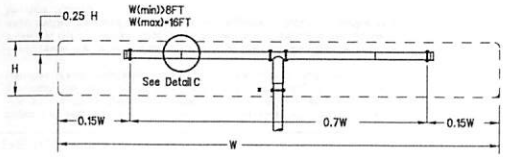

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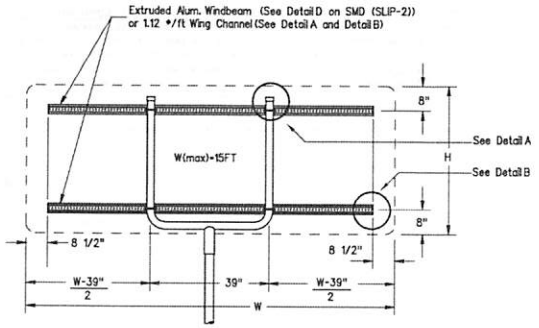
(* - See Note 12)



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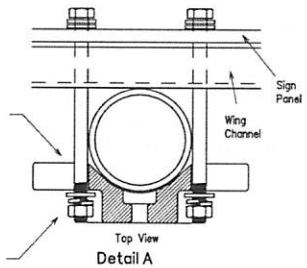
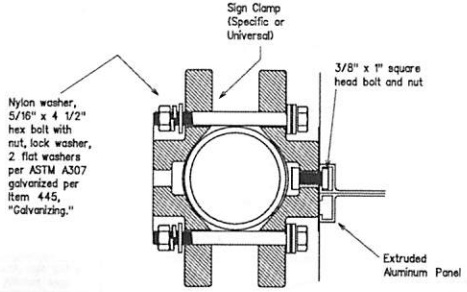
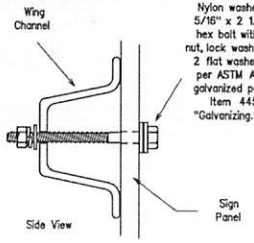


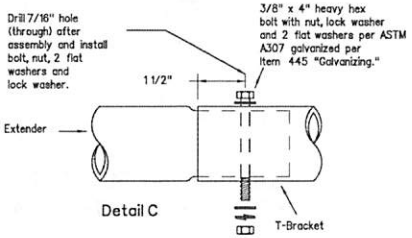
Detail A



Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET

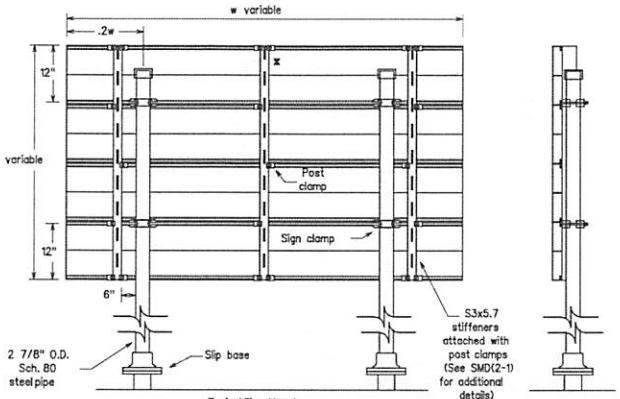


Detail B



Detail C

Splices shall only be allowed behind the sign substrate.

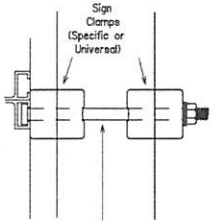


Typical Sign Mount

SM RD SGN ASSM TY S80(2)XX(P-EXAL)

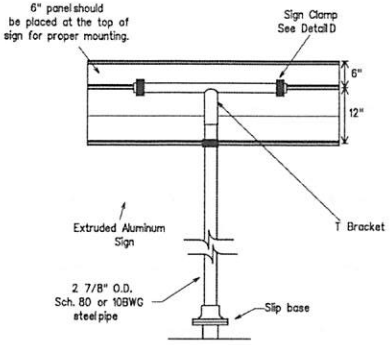
x Additional stiffener placed at approximate center of signs when sign width is greater than 10'.

See Detail E
for clamp installation

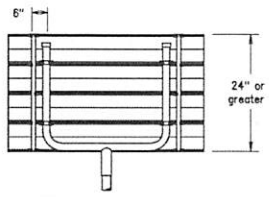


3/8" x 4 1/2"
square head
bolt, nut,
flat washer
and lock washer per
ASTM A307 galvanized
per Item 445,
"Galvanizing."

Detail E



Extruded Aluminum Sign
With T Bracket



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
2. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
3. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
4. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
5. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
6. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
7. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
8. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
9. Sign blanks shall be the sizes and shapes shown on the plans.
10. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
11. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

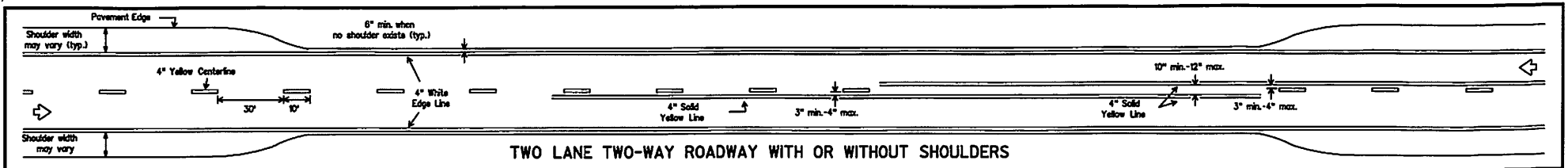
©TxDOT July 2002

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
			NITTLER
DIST	COUNTY		SHEET NO.
			29

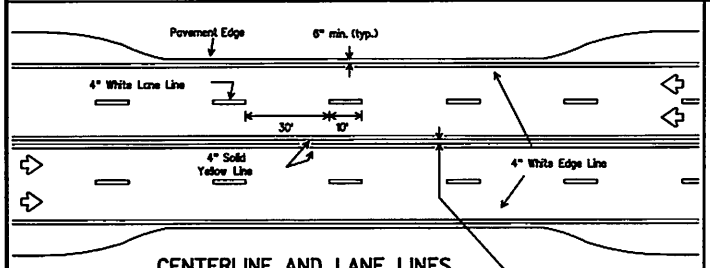
9-08 REVISIONS

26D

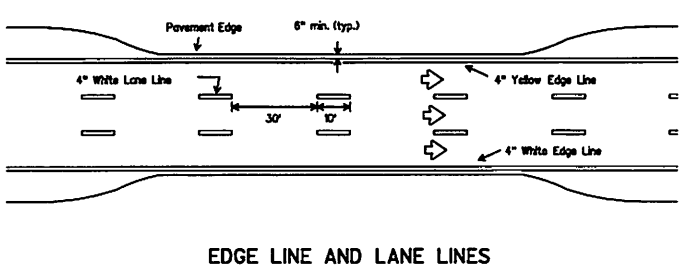
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



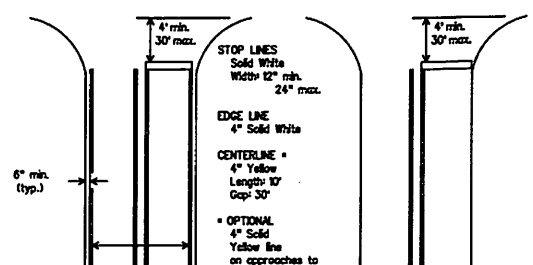
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

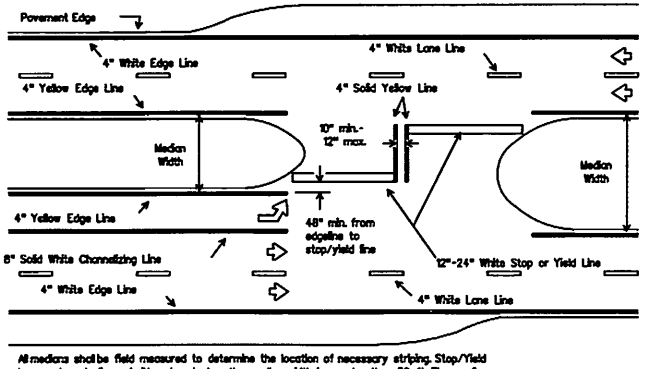


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



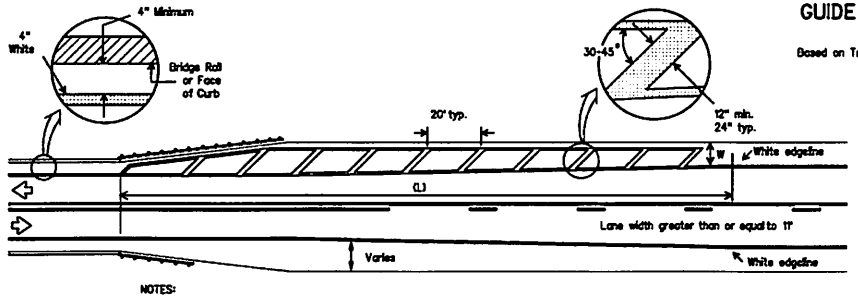
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.) S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the cross-hatching should be:

L = 8 x 70 = 560 ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the cross-hatching should be:

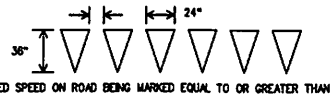
L = 4(40) ² 60 = 106.67 ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



FOR POSTED SPEED ON ROAD BEING MARKED EQUAL TO OR GREATER THAN 45 MPH

FOR POSTED SPEED ON ROAD BEING MARKED EQUAL TO OR LESS THAN 40 MPH

YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

©TxDOT November 1978	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-85 2-12				NITTLER
5-00	DIST	COUNTY		SHEET NO.
8-00				30
3-03				
22A				

DATE: 8/16/2016 4:26:21 PM
FILE: P:\2016\3016-2002-01 Nittler WA fDesign\CSJ\Standards\Pavement Markers\pm1-12.dgn

PURCHASING DEPARTMENT
County Of Hidalgo

September 13, 2016

IOC Company, LLC
9312 E. Curve Rd.
Edinburg, Texas 78542

RE: BID NO.: 2016-289-08-31-YZV
CONTRACT №: C-16-289-09-06
Notice of Bid Award for: Hidalgo County Precinct No. 1 –
Paving & Drainage Improvements – Nittler Road

Dear Mr. Cuellar ,

Congratulations! This is to notify you that pursuant to action taken at the Commissioners' Court meeting held on September 06, 2016, the Base Bid for the above-mentioned project, was awarded to your company in the total amount of $1,167,775.65. The award was made subject to your company complying with HB-1295 described in the attached letter.

Our next step will be to complete a contract to present to Commissioners' Court for approval. For this purpose, five original copies of the contract will have to be distributed; therefore, we are requesting you to provide Payment and Performance Bonds in five original sealed duplicates dated for **September 06, 2016,** and your Acord certificate of insurance with required coverages.

We need to proceed with this project as soon as possible; therefore, we are requesting for you to contact Mr. Mark Corbitt at the office of the project engineer TEDSI Infrastructure Group, at 956-424-7898 at your earliest convenient time for additional forms and information required.

We sincerely appreciate your time and interest in submitting bids and we extend an invitation to you on future bids. If you have any questions please call me @ 318-2626 or to my e-mail address yolanda.velasquez@co.hidalgo.tx.us. Thank you.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 13, 2016

IOC Company, LLC
9312 E. Curve Rd.
Edinburg, Texas 78542

RE: BID NO.: 2016-289-08-31-YZV
Bid Award for: Hidalgo County Precinct No. 1 – Paving & Drainage Improvements - Nittler Road

Dear Mr. Cuellar,

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §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. In accordance with these requirements for the type of contract being considered, a 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 order for County staff to process the above referenced bid, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the Bid No.: **C-16-289-09-06**. 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 by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court on, September 27, 2016, the signed notarized Form 1295 must be received in our office completed via email to: yolanda.velasquez@co.hidalgo.tx.us on or before Friday, September 16, 2016. 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.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

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:
2016-112823

Date Filed:
09/15/2016

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
IOC Company, LLC
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 Precinct No.1

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
C-16-289-09-06
Paving & Drainage Improvements - Nittler Road

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cuellar, Oscar	Edinburg, TX United States	X	
Cuellar, Nancy	Edinburg, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

MARTINA ISABEL CARRISALEZ
My Commission Expires
January 10, 2017

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Oscar Cuellar (Borrower), this the 16th day of Sept., 20 16, to certify which, witness my hand and seal of office.

Martina I. Carrisalez — Martina I. Carrisalez — Bookkeeper

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

Contract Number: C-16-290-09-06

Hidalgo County Precinct No.1

SPECIFICATIONS AND FORMS OF CONTRACT, BOND, AND PROPOSAL
FOR

Paving and Drainage Improvements for Mile 9 North Road

RECONSTRUCTION OF ROADWAY AND REGRADE OF ROADSIDE DITCHES
ALONG MILE 9 NORTH ROAD, FROM MILE 1 EAST ROAD TO MILE 3 EAST ROAD.
HIDALGO COUNTY, TEXAS

Prepared for:

Hidalgo County Precinct 1

HIDALGO COUNTY OFFICIALS

RAMON GARCIA, COUNTY JUDGE
A.C. CUELLAR JR, COMMISSIONER, PCT 1
EDUARDO CANTU, COMMISSIONER, PCT 2
JOE M. FLORES, COMMISSIONER, PCT 3
JOSEPH PALACIOS, COMMISSIONER, PCT 4

Prepared by:

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE Firm No. 1640
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

PROJECT ENGINEER: MARK D. CORBITT, P.E.

September 2016

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BID BOND FORM

INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

CONFLICT OF INTEREST QUESTIONNAIRE

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CONTRACT

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- I.3 PAYMENT BOND
- I.4 CONTRACTOR'S CERTIFICATE OF INSURANCE
- I.5 SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE
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- II.2 SUPPLEMENTARY GENERAL CONDITIONS
- II.3 GOVERNING SPECIFICATIONS
- II.4 GENERAL NOTES

CONTRACT – PART III: CONTRACT DRAWINGS

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid for each of the following projects:

Bid No.:	Bid Description:	Opening Date:
2016-289-08-31-YZV	**"Hidalgo County Precinct No. 1 –** Paving & Drainage Improvements to: **Nittler Road**	**August 31, 2016**
2016-290-08-31-YZV	**"Hidalgo County Precinct No. 1 –** Paving & Drainage Improvements to: **Mile 9 North Road**	**August 31, 2016**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: TEDSI Infrastructure Group Inc., at 1201 E. Expressway 83, Mission, Texas 78572 Phone No. **(956) 424-7898** for the amount of **$ 100.00 each.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.
The PDF version of bid packets may be obtained via email **at no cost** by emailing your request to the Projected Engineer at the following address: dsolis@tedsi.com

PRE-BID CONFERENCE is scheduled for **MONDAY, AUGUST 22 2016** at **3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo.
A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $25,000, and a Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $100,000.

UPON SUBMITTING SEALED BIDS, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet (SEPARATELY FOR EACH PROJECT) as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid Number** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain **one (1) original and three (3) copies** of bid and must be clearly identified and addressed for delivery to:

HIDALGO COUNTY PURCHASING DEPARTMENT, Attn: Martha L. Salazar, CPPB, County Purchasing Agent.

HIDALGO COUNTY NEW ADMINISTRATION BUILDING

US Postal Mail/Courier Address: 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 a.m. on Wednesday, August 31, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

Typed-written Requests For Information (RFI) shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by August 23, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 09th of August , 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

INSTRUCTIONS TO BIDDERS
LEGAL NOTICE

BID NO.: 2016-290-08-31-YZV

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR MILE 9 NORTH ROAD"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-290-08-31-YZV HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR MILE 9 NORTH ROAD"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 3:00 P.M., WEDNESDAY, AUGUST 31, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO - HIDALGO COUNTY PRECINCT No. 1 "PAVING AND DRAINAGE IMPROVEMENTS FOR MILE 9 NORTH ROAD" -RFB NO.: 2016-290-08-31-YZV-** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY OF GOODS AND SERVICES INSTRUCTIONS (when applicable):
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

      Hidalgo County Purchasing Department
      Martha L. Salazar, Purchasing Agent
      (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
    - Invoices must include:
      a) Name and address of successful bidder
      b) Name and address of receiving department or official
      c) Purchase Order Number (if any)
      d) Notation - **Hidalgo County Precinct No.1 Paving and Drainage Improvements for Mile 9 North Raod" -RFB NO.: 2016-290-08-31-YZV**
      Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
      e) Contract number must be indicated on all invoices
    - Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 3:00 P.M.	**AUG. 31, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, **2016**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from

another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. **Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-290), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the

presence of a notary and submitted to our office via email to: yolanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

FORM CIS IS THE SOLE RESPONSIBILITY OF THE COUNTY. (FORM IS INCLUDED FOR INFORMATION PURPOSE ONLY)- SHOULD YOU HAVE ANY QUESTIONS REGARDING HB23, (FORM CIS) PLEASE DIRECTED YOURSELF AND/OR CONSULT WITH YOUR LEGAL COUNSEL.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this Request for Bid (RFB), in their response (except for the CIQ form if NON APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.

Bidders Documents

BID PROPOSAL

Hidalgo County Purchasing Department
ATTENTION: Martha Salazar
2802 S. Business Hwy 281
Edinburg, Texas 78539

Dear Ms. Salazar:

The undersigned Bidder, pursuant to the foregoing Notice and Instructions to Bidders for **Bid Number: 2016-290-08-31-YZV – Paving and Drainage Improvements for Mile 9 North Road** located in Hidalgo County, together with all appurtenances (hereinafter called "Project"), having examined the Drawings and Specifications and related Contract Documents and the site of the proposed work, and being familiar with all the conditions surrounding construction of the proposed Project, including the availability of labor and materials, will construct the Project in accordance with the Contract Documents and addenda thereto, within the time set forth therein, for the prices and Bid stated under Item A on the following pages of this Bid Proposal. The prices and/or amounts shown are to cover all costs, including profit and overhead, incurred in performing the work required under the Contract Documents, of which this Bid is a part. (Note: It is understood that those bid items identified shall be considered as pay items, all other work shall be incidental to the various bid items. It is also noted that estimated quantities are provided for information only.)

The undersigned Bidder further acknowledges that the price includes acknowledgement and understanding of all receipt of all Addenda as identified under Item B on the following pages of this Bid Propsal.

The undersigned Bidder agrees to commence work within ten (10) working days of written notice to commence work and to substantially complete the work on which he has bid 90 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for:
_____ Dollars (_____);

or a Bid Bond in the sum of:
5% GAB
_____ Dollars (_____); which is agreed either shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Respectfully submitted,

BIDDER: Bearkat Construction, LLC

Corporate Seal (if applicable):

Principal Signature: _____ Date: 8/30/16

Name / Title: Oscar Cancino/ Vice President

Address: 3317 W. Alberta Rd. Edinburg, TX 78539
(Street, City, State, Zip)

Telephone: 956.627.3480

Signaure: _____ Date: 8/30/16
Witness to Principal

Printed Name / Title: Project Manager Javier Hernandez

9:41 8-31-16

Witnessed

Paving and Drainage Improvements for Mile 9 North Road
Hidalgo County Precinct No. 1
Bid Number: 2016-290-08-31-YZV

A. BID

BASE BID - MILE 9 NORTH ROAD					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
0110	EXCAVATION (ROADWAY)	4,523	CY	$ 6.00	$ 27,138.00
0132	EMBANKMENT (FINAL) (DENS CONT) (TY C)	1,490	CY	$ 4.00	$ 5,960.00
0247	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	5,560	CY	$ 16.00	$ 88,960.00
0260	LIME TRT (NEW BASE)(6")	33,360	SY	$ 1.00	$ 33,360.00
0260	LIME TRT (EXIST MATL)(2")	33,360	SY	$ 1.00	$ 33,360.00
0260	LIME (HYD, COM, OR QK(SLURRY))	188	TON	$ 175.00	$ 32,900.00
0310	PRIME COAT (MC-30)	5,722	GAL	$ 5.00	$ 28,610.00
0341	D-GR HMA TY-D SAC-A PG64-22	3,262	TON	$ 100.00	$ 326,200.00
0666	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	2,643	LF	$ 2.00	$ 5,286.00
0760	DITCH CLEANING AND RESHAPING	20,500	LF	$ 1.50	$ 30,750.00
5001	GEOGRID BASE REINFORCEMENT (TY I)	33,360	SY	$ 0.90	$ 30,024.00
7000	STORMWATER POLLUTION PREVENTION PLAN *	1	LS	$ 2,500.00	$ 2,500.00
8000	TRAFFIC CONTROL PLAN **	1	LS	$ 3,000.00	$ 3,00.00
				BASE BID TOTAL (in figures)	$ 648,048.00

In words: six hundred forty-eight thousand forty-eight dollars and zero cents

In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.

* THE CONTRACTOR SHALL PROVIDE AN SW3P FOR APPROVAL BY THE ENGINEER/OWNER, OBTAIN ALL NECESSARY PERMITS AND INSTALL ALL BMPs AS INDICATED ON THE APPROVED SW3P. PLAN, PERMIT, AND BMPs ARE PART OF ITEM 7000. TOTAL DISTURBED AREA IS ESTIMATED TO BE 8.7 AC.

** THE CONTRACTOR SHALL PROVIDE A SIGNED AND SEALED TRAFFIC CONTROL PLAN THAT WILL BE IMPLEMENTED AND MAINTAINED THROUGHOUT CONSTRUCTION.

PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Oscar Cancino, as Principal of Bearkat Construction, LLC possess all of the following applicable and necessary requirements and required documents to perform and provide the Work associated with the Project: **Bid Number: 2016-290-08-31-YZV – Paving and Drainage Improvements for Mile 9 North Road.**

(1) Licenses:

(2) Bonds:
- ☒ Bid Bond
- ☐ Performance Bond
- ☐ Payment Bond

(3) Certificates:
- ☒ Certificates of Insurance or Insurance Requirements Acknowledgement

(4) Affidavits:
- ☒ Non-Collusion Affidavit Of Prime Bidder
- ☐ Sales Tax and Local Sales Tax Exemption Certificate

(5) Permits:

(6) Conflict of Interest Questionnaire

Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a Contract with Hidalgo County and proceed to complete the project in a timely manner, and within the Contract Time identified in the Contract. I understand that any licenses, bonds, certificates, permits or other requirements must be presented as part of my Bid package in order to expedite the bid evaluation process, and that failure to provide said documentation will result in the disqualification of my Bid.

BIDDER: Bearkat Construction, LLC

Principal Signature: _____ Date: 8/30/16

Name / Title: Oscar Cancino

Address: 3317 W. Alberta Rd. Edinburg, TX 78539
(Street, City, State, Zip)

INSURORS

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

BID BOND

Bond No. CNB-22657-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Bearkat Construction, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto Hidalgo County Precinct No. 1, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars ($ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
2016-290-08-31-YZV,Paving and Drainage Improvements for Mile 9 North Road

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 31st day of August, 2016.

Principal:
Bearkat Construction (Seal)
By: Managing Member
(title)

Surety:
INSURORS INDEMNITY COMPANY
(Seal)
By:
Omar Villarreal, Attorney-in-Fact

INSURORS
INDEMNITY COMPANY

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-22657-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Omar Villarreal of the City of San Benito, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherri Whitehouse
Notary Public, State of Texas

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 21, 2017

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 31st day of August, 2016.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

Paving and Drainage Improvements for Mile 9 North Road
Hidalgo County Precinct No. 1
Bid Number: 2016-290-08-31-YZV

INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, Oscar Cancino, authorized representative for Bearkat Construction, LLC, hereby acknowledge Hidalgo County's insurance requirements, and will meet said requirements by checking one of the following:

- ☐ Said insurance requirements will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioner's Court meeting; (*an insurance certificate for the required insurance limits shall be provided to the Hidalgo County Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and Hidalgo County);

- ☐ We currently carry the following:

  Automobile Liability $_____ General Liability: $_____

  And, to meet Hidalgo County's insurance requirements, will acquire any additional amount needed to meet the Hidalgo County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioner's Court meeting(*an insurance certificate for the required insurance limits shall be provided to the Hidalgo County Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and Hidalgo County);

- ☒ We already meet said insurance requirements, and have attached a copy of the certificate of insurance.

Further, it is understood that failure to provide Certificates of Insurance at the Hidalgo County Commissioner's Court meeting will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of insurance will be monitored / verified on **a quarterly basis** to ensure coverage policy is in place.

BIDDER: Bearkat Construction, LLC

Signature: _____ Date: 8/30/16

Name / Title: Oscar Cancino/ Vice President

Address: 3317 W. Alberta Rd. Edinburg, TX 78539
(Street, City, State, Zip)

BEARCON-01 RARELLANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/16/2016

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	CONTACT NAME:	
Smith-Reagan & Associates Inc 148 N Sam Houston San Benito, TX 78586	PHONE (A/C, No, Ext): (956) 399-1353	FAX (A/C, No): (956) 399-2185
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bearkat Construction LLC 3317 Alberta St. Edinburg, TX 78539	INSURER A: Colony Insurance Company	39993
	INSURER B: Hallmark County Mutual Ins Co	
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D: Landmark American Ins Co	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			103GL001255300	01/15/2016	01/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS [X] SCHEDULED AUTOS NON-OWNED AUTOS			A42507900	01/15/2016	01/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SBP0001299909	01/16/2016	01/16/2017	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liabil			LHR755434	01/15/2016	01/15/2017	Aggregate Limit	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Reagan Smith

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Paving and Drainage Improvements for Mile 9 North Road
Hidalgo County Precinct No. 1
Bid Number: 2016-290-08-31-YZV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

The State of Texas §
§
County of Hidalgo §

Oscar Cancino being first duly sworn, deposes and says that

(1) He is Oscar Cancino, Vice President, of Bearkat Construction, LLC, the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5)The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BIDDER: Bearkat Construction, LLC

Signature: _____ Date: 8/30/16

Name / Title: Oscar Cancino/ Vice President

Address: 3317 W. Alberta Rd. Edinburg, TX 78539
(Street, City, State, Zip)

Subscribed and sworn to before me this 30 day of August, 2016

By: Nora Elia Hernandez Notary Public in and for Hidalgo County, Texas.
My commission expires August 05, 2019

NORA ELIA HERNANDEZ
My Commission Expires
August 5, 2019

VG-120-2016-2684413

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2684413

Recorded On: February 10, 2016 03:32 PM

Billable Pages: 1

Number of Pages: 2

*****Examined and Charged as Follows*****

Total Recording: 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document No: 2684413
Receipt No: 20160210000385
Recorded On: February 10, 2016 03:32 PM
Deputy Clerk: Tania Rivera
Station: CH-1-CC-K11

Record and Return To:
OSCAR CANCINO
628 N 9TH ST

ALAMO TX 78516

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Oscar Cancino / Bearkat Construction, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Oscar Cancino

Signature of person doing business with the governmental entity

02/10/12

Date

Adopted 06/29/2007

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 PRECINCT No. 1
"PAVING AND DRAINAGE IMPROVEMENTS FOR MILE 9 NORTH ROAD
BID 2016-290-08-31-YZV

BIDDER'S ACKNOWLEDGEMENT

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Bearkat Construction, LLC

Address: 3317 W. Alberta Rd. Edinburg, TX 785397

Signature _____ Date 8/30/16

Printed Name: Oscar Cancino

Title: Vice President

B. ADDENDA

Receipt of the following Addenda is acknowledged as follows:

ADDENDUM	ADDENDUM DATE	ACKNOWLEDGEMENT	
No. 1	8/23/16	Signature: _____	Date: 8/23/16
No. 2	8/25/16	Signature: _____	Date: 8/26/16
No. 3	_____	Signature: _____	Date: _____
No. 4	_____	Signature: _____	Date: _____

August 23, 2016

RE:
ADDENDUM NO.1
RFB No. 2016-290-08-31-YZV (Mile 9 Rd.).

Attn Bidders:

Attached you will find **ADDENDUM NO. 1 (1 PAGE TOTAL)** in connection with **RFB No. 2016-290-08-31-YZV (Mile 9 Rd.).**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 424-7022 or EMAIL TO: dsolis@tedsi.com.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 424-7898.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **RFB No. 2016-290-08-31-YZV (Mile 9 Rd.).**

Thank you for your prompt attention to this matter.

Mark D. Corbitt, P.E., Project Manager
TEDSI Infrastructure Group Inc.

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

ADDENDUM NO. 1

August 23, 2016

RFB No. 2016-290-08-31-YZV
Mile 9 Rd.

PLEASE NOTE CHANGES AS FOLLOWS:

I. **On Page 1 of Instructions to bidders, Legal Notice the deadline for submitting bids should be "9:30AM, Wednesday, August 31, 2016" as stated in the original advertisement. The revised sheet has been attached to this addendum.**

I, Javier Hernandez, acknowledge receipt of ADDENDUM NO. 1 dated, August 23, 2016 for "RFB No. 2016-290-08-31-YZV (Mile 9 Rd)"

Javier Hernandez
Printed Bidder Name

8-23-16
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

August 25, 2016

RE:
ADDENDUM NO. 2
RFB No. 2016-289-08-31-YZV (Nittler Rd.).

Attn Bidders:

Attached you will find **ADDENDUM NO. 2 (1 PAGE TOTAL)** in connection with **RFB No. 2016-289-08-31-YZV (Nittler Rd.).**

Please add this **ADDENDUM NO. 2** to your bid packet so as to permit your company to submit a complete bid.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice to us VIA FAX AT (956) 424-7022 or EMAIL TO: dsolis@tedsi.com.

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 424-7898.

Please be advised that this **ADDENDUM NO. 2** will complete your bid packet for **RFB No. 2016-289-08-31-YZV (Nittler Rd.).**

Thank you for your prompt attention to this matter.

Mark D. Corbitt, P.E., Project Manager
TEDSI Infrastructure Group Inc.

BY: _____
ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

ADDENDUM NO. 2

August 25, 2016

RFB No. 2016-289-08-31-YZV
Nittler Rd.

PLEASE NOTE CHANGES AS FOLLOWS:

I. Please refer to the answers to questions noted on the attached project memo.

i. **Question 1 refers to addendum 1 previously issued**
ii. **Question 2 refers to the type of Geogrid to be provided (BX1200 or equivalent).**

I, Javier Hernandez **, acknowledge receipt of ADDENDUM NO. 2 dated, August 25, 2016 for "RFB No. 2016-289-08-31-YZV (Nittler Rd.)"**

Javier Hernandez
Printed Bidder Name

8-26-16
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

Contract Requirements

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-290-09-06

This Agreement, entered into this **6th** day of **September, 2016** by and between Hidalgo County (hereinafter called the "OWNER," and, **Bearkat Construction, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"Paving and Drainage Improvements for Mile 9 North Road"

Hereinafter called the project, for the sum of **Six Hundred Forty Eight Thousand Forty Eight Dollars and Zero Cents ($648,048.00)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON _____ **,2016 .**

CONTRACTOR: _____
Print Name & Title: Oscar Cancino, Vice President
Name of Firm: Bearkat Construction, LLC

Address: 3317 W Alberta Rd
Edinburg , TX 78539
Fed I.D. #/SS #: 47-3901544

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 20th day of September.

2016 by Vice President (Title) Of and on behalf of Bearkat Construction LLC (A corporation)

Myrna Veronica Reyes
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

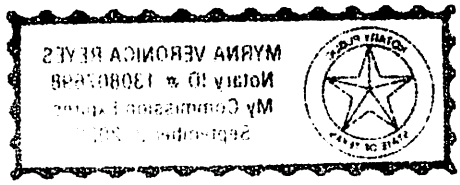
NOTARY PUBLIC STATE OF TEXAS
MYRNA VERONICA REYES
Notary ID # 130807698
My Commission Expires
September 2, 2020

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge


MYRNA VERONICA REYES
Notary ID # 130802648
My Commission Expires
September

PART I

CONTRACT AWARD FORMS AND CERTIFICATIONS

FORMS TO SIGN BY CONTRACTOR AS PART OF EXECUTED AGREEMENT:

I.1 NON-COLLUSION AFFIDAVIT OF CONTRACTOR

I.2 PERFORMANCE BOND

I.3 PAYMENT BOND

I.4 INSURANCE REQUIREMENTS AND CONTRACTOR'S CERTIFICATE OF INSURANCE

I.5 SALES TAX AND LOCAL SALES TAX CERTIFICATE

FORMS TO SIGN PRIOR TO FINAL PAYMENT / ACCEPTANCE OF WORK:

I.6 AFFIDAVIT AND WAIVER OF LIEN – PRIME CONTRACTOR

I.7 RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS AND PRODUCT VENDORS

I.8 CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

OTHER:

I.9 WAGE RATES (GENERAL DECISION NUMBER: TX140008 01/03/2014)

Paving and Drainage Improvements for Mile 9 North Road
Hidalgo County Precinct No. 1
Contract Number - C-16-290-09-06

FORM I.1

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

The State of Texas §
§
County of Hidalgo §

Oscar Cancino being first duly sworn, deposes and says that:

(1) He / She is Vice President of Bearkat Construction, LLC, the Contractor that submitted the Bid on the accepted Contract Price;

(2) He / She is fully informed respecting the preparation and contents of the Bid on the accepted Contract Price and of all pertinent circumstances respecting such Bid;

(3) Such Bid on the accepted Contract Price is genuine and is not a collusive or sham Bid;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Bid on the accepted Contract Price or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Bid on the accepted Contract Price are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

CONTRACTOR: Bearkat Construction, LLC

Signature: _____ Date: 09/20/16

Name / Title: Oscar Cancino, Vice President

Address: 3317 W Alberta Rd, Edinburg, TX 78539
(Street, City, State, Zip)

Subscribed and sworn to before me this 20th day of September, 2016.

By: Myrna Veronica Reyes, Notary Public in and for Hidalgo County, Texas.
My commission expires Sept. 2, 2020

NOTARY PUBLIC STATE OF TEXAS
MYRNA VERONICA REYES
Notary ID # 130807698
My Commission Expires
September 2, 2020

MYRNA VERONICA REYES
Notary ID # 13080758
My Commission Expires
September 6, 2023

FORM I.2

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Bearkat Construction, LLC as Principal, and Insurors Indemnity Company as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** (hereinafter called the Oblige) in the amount of Six Hundred Forty Eight Thousand Forty Eight Dollars ($ 648,048.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 6th day of September, 2016, for **Contract No.** 2016-290-09-06 **Paving and Drainage Improvements for Mile 9 North Road**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the Work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021 (b), for the benefit of Oblige and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 19th day of September A.D., 2016.

CONTRACTOR: Bearkat Construction, LLC

Principal Signature: _____ Date: 9-20-16

Name / Title: Oscar Cancino, Vice President

Address: 3317 W. Alberta Rd., Edinburg, Texas 78539
(Street, City, State, Zip)

Signaure: _____ Date: 9-20-16
Witness to Principal

Printed Name / Title: Javier Hernandez

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Oscar Cancino, certify that I am the Vice President of the corporation named as Principal in the BOND; that Oscar Cancino who signed the BOND on behalf of Principal, was then Managing Member of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature: _____

Corporate Seal:

Date: 9-20-16

PERFORMANCE BOND, CONT'D.

ATTEST:

(Surety) Secretary

SURETY:

Attorney-In-Fact Signature

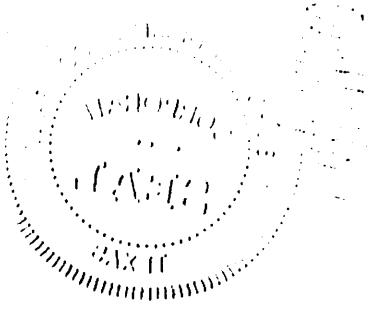
Printed Name: Omar Villarreal

(SEAL)

Address: 148 N Sam Houston Blvd
(Street)
San Benito, TX 78586
(City, State, Zip)

Rachel Arellano
Witness to Surety
Address: 148 N Sam Houston Blvd
(Street)
San Benito, TX 78586
(City, State, Zip)

Notes: (1) Date of Bond must be prior to date of Contract.
(2) Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
(3) Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
(4) If Contractor is partnership, all partners must sign and execute BOND.
(5) Indicate County or Parish and State.



FORM I.3
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Bearkat Construction, LLC as Principal, and Insurors Indemnity Company as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** (hereinafter called the Oblige) in the amount of Six Hundred Forty Eight Thousand Forty Eight Dollars ($ 648,048.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 6th day of September, 20___, for **Contract No.** 2016-290-09-06 **Paving and Drainage Improvements for Mile 9 North Road,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021(c) for the beneficiaries described by such sub-section, and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 19th day of September A.D., 20 16 .

CONTRACTOR: Bearkat Construction, LLC

Principal Signature: _____ Date: 9-20-16

Name / Title: Oscar Cantu, Vice President

Address: 3317 W. Alberta Rd., Edinburg, Texas, 78539
(Street, City, State, Zip)

Signaure: _____ Date: 9-20-16
Witness to Principal

Printed Name / Title: Javier Hernandez

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Oscar Cantu certify that I am the Vice President of the corporation named as Principal in the BOND; that Oscar Cantu who signed the BOND on behalf of Principal, was then Managing Member of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Signature: _____ Corporate Seal:

Date: 9-20-16

PAYMENT BOND, CONT'D.

ATTEST:

(Surety) Secretary

(SEAL)

SURETY:

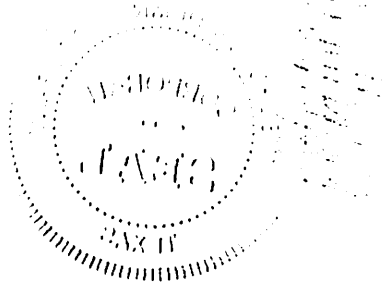
Attorney-In-Fact Signature

Printed Name: Omar Villarreal

Address: 148 N Sam Houston Blvd
(Street)
San Benito, TX 78586
(City, State, Zip)

Rachel Arellano
Witness to Surety
Address: 148 N Sam Houston Blvd
(Street)
San Benito, TX 78586
(City, State, Zip)

Notes: (1) Date of Bond must be prior to date of Contract.
(2) Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
(3) Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
(4) If Contractor is partnership, all partners must sign and execute BOND.
(5) Indicate County or Parish and State.



INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-22657-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Omar Villarreal of the City of San Benito, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherri Whitehouse
Notary Public, State of Texas

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 21, 2017

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 19th day of September, 2016.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

FORM I.4

CONTRACTOR'S CERTIFICATE OF INSURANCE

The Contractor shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the Contractor in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

(1) Automobile liability insurance policy with limits of at least three hundred thousand dollars ($300,000.00) per person and five hundred thousand dollars $500,000.00 per occurrence, consistent with potential exposure to Hidalgo County under the Texas Tort Claims Act. Coverage should injury to or death of persons and property damage claims (with limits up to five hundred thousand dollars ($500,000.00)) arising out of the services provided to Hidalgo County hereunder;

(2) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(3) A five hundred thousand dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of Hidalgo County consistent with potential exposure of Hidalgo County under the Texas Tort Claims Act;

(4) Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming Hidalgo County as an additional insured shall be submitted to Hidalgo County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to Hidalgo County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to Hidalgo County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

BEARCON-01 RARELLANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/20/2016

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
Smith-Reagan & Associates Inc
148 N Sam Houston
San Benito, TX 78586

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 399-1353 FAX (A/C, No): (956) 399-2185
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance Company	39993
INSURER B : Hallmark County Mutual Ins Co	
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bearkat Construction LLC
3317 Alberta St.
Edinburg, TX 78539

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			103GL001255300	01/15/2016	01/15/2017	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
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			A42507900	01/15/2016	01/15/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)			TSF0001300418	01/16/2016	01/16/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2016-290-08-31-YZV - Paving and Drainage Improvements for Mile 9 North Road

CERTIFICATE HOLDER
Hidalgo County
3317 W. Alberta Rd
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
David A Smith

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FORM I.5

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H)(4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122A, revised civil statutes of Texas, and Article 1066 (C), entitle Local Sales and Use Tax, revised civil statutes of Texas.

The Contractor performing this Contract may purchase, rent, or lease materials, supplies, equipment used or consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No. 95.9.07. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 905.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 20 day of September 2016.

CONTRACTOR: Bearkat Construction, LLC

Principal Signature: _____ Date: 9-20-16

Name / Title: Oscar Cancino, Vice President

Address: 3317 W Alberta Rd, Edinburg TX 78539
(Street, City, State, Zip)

FORM I.6

AFFIDAVIT AND WAIVER OF LIEN
CONTRACTOR

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all product suppliers, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of **Contract No. _____ Paving and Drainage Improvements for Mile 9 North Road**, Project, have been paid in full, and that the above named Contractor waives any claims and releases to Hidalgo County, Owner, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

The above named Contractor agrees to indemnify the Owner and save him harmless on account of any loss Contractor may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien Contractor may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.7

RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS AND PRODUCT VENDORS

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED BY EACH SUBCONTRACTOR AND VENDOR AND SUBMITTED PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Sub-Contractor / Vendor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all bills for labor and products, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of subcontract for furnishing labor or products in the construction of **Contract No. _____ Paving and Drainage Improvements for Mile 9 North Road**, Project, have been paid in full or that funds are in hand to discharge such liabilities when due, and that the above named Sub-Contractor / Vendor waives any claims and releases to Hidalgo County, Owner, and _____, Contractor, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

SUB-CONTRACTOR OR VENDOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__.

By: _____, Notary Public in and for Hidalgo County, Texas.

My commission expires _____.

FORM I.8

CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

The State of Texas §
§
County of Hidalgo §

THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.

_____, the undersigned Principal of _____, Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that to the best of his knowledge and belief, except as listed below, the Releases and Waivers of Claim attached hereto include all subcontractors and vendor of labor, products, and equipment provided by all persons who may have liens against the property of Hidalgo County, Owner, arising out of the construction of **Contract No. _____ Paving and Drainage Improvements for Mile 9 North Road** Project.

Exceptions: (If none, write "None".) Any exception listed shall be bonded by the Contractor to indemnify the Owner, and a copy of each bond shall be attached hereto.

1.
2.
3.
4.

CONTRACTOR: _____

Signature:_____ Date: _____

Name / Title: _____

Address: _____
(Street, City, State, Zip)

Subscribed and sworn to before me this _____day of _____, 20__

By: _____, Notary Public in and for Hidalgo County, Texas.
My commission expires _____.

FORM I.9

WAGE RATES
(GENERAL DECISION NO: TX160008 01/08/2016)

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	

Front End Loader, 3 CY or less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator, Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

PART II

GENERAL CONDITIONS

II.1 STANDARD GENERAL CONDITIONS

II.2 SUPPLEMENTARY GENERAL CONDITIONS

II.3 GOVERNING SPECIFICATIONS

II.4 GENERAL NOTES

II.1

STANDARD

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, perfomance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the perfomance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and fumishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

II.2 SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirety and insert the following in its place:

*The **owner** qualifies for the state and local tax exemption in the purchase of certain materials and equipment, the **Contractor** shall utilize the form provided herewith exhibit "D".*

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3 Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace "**Ten days**" with "**Thirty days**" to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by the OWNER TO CONTRACTOR.

SC Article 16 Add the following languague at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The **Contractor**'s attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

ENGINEER'S CERTIFICATION

The selected Specifications, Special Provisions, Special Specifications, General Notes and Specification Data in this document have been selected by me, or under my responsible supervisions as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

The seal appearing on this document was authorized by:

Engineer's Name: Mark D. Corbitt, P.E.

Engineer Signature: Mark Corbitt

Date: August 16, 2016

II.3 GOVERNING SPECIFICATIONS

The following specifications and special provisions are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the specifications and below, and including the special provisions listed below, constitute the governing specifications for this Contract.

STANDARD SPECIFICATIONS

List of Governing General Specifications

- Item 1 thru 9
- Item 105
- Item 110
- Item 132
- Item 204
- Item 210
- Item 216
- Item 247
- Item 300
- Item 301
- Item 310
- Item 316
- Item 320
- Item 341
- Item 421
- Item 440
- Item 441
- Item 442
- Item 445
- Item 520
- Item 560
- Item 585
- Item 636
- Item 644
- Item 656
- Item 662
- Item 666
- Item 677
- Item 678
- Item 760

Note: the general specifications listed above can be found online at:

http://www.txdot.gov/business/resources/txdot-specifications.html

under **"2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.**

SPECIAL PROVISIONS

The following special provisions to the standard specifications are enclosed herewith, and are listed as follows:

SPECIAL SPECIFICATIONS

The following special specifications are listed as follows, and enclosed herewith:

Special Specification 5001
Geogrid Base Reinforcement

1. DESCRIPTION

Furnish and place geogrid base reinforcement in accordance with the lines and grades shown on the plans or as directed.

2. MATERIALS

Provide geogrid base reinforcement, of the type shown on the plans, meeting the requirements of DMS-6240 "Geogrid for Base/Embankment Reinforcement." Use roll widths and lengths shown on the plans or as approved.

3. CONSTRUCTION

Prepare the subgrade as indicated on the plans or as directed. Set string lines for alignment if directed. Install geogrid in accordance with the lines and grades as shown on the plans. Place base material in lift thicknesses and compact as shown on the plans or as directed. Do not operate tracked construction equipment on the geogrid until a minimum fill cover of 6 in. is achieved. Rubber tire construction equipment may operate directly on the geogrid at speeds of less than 5 mph if the underlying material will support the loads. Where excessive substructure deformation is apparent, correct grid placement operations as recommended by the manufacturer or as directed

3.1. **Geogrid Placement.** Orient the geogrid length as unrolled parallel to the direction of roadway. Overlap geogrid sections as shown on the plans or as directed. Use plastic ties at overlap joints or as directed. Placement of geogrid around corners may require cutting and diagonal lapping. Pin geogrid at the beginning of the backfill section as directed. Keep geogrid taut at the beginning of the backfilling section but not restrained from stretching or flattening.

3.1.1. **Longitudinal Joints.** Overlap longitudinal joints by a minimum of 1 ft. Space longitudinal ties 10 ft. to 20 ft. or as directed.

3.1.2. **Transverse Joints.** Overlap transverse joints by a minimum of 1 ft. Space transverse ties 4 ft. to 5 ft. or as directed.

3.2. **Damage Repair.** As directed, remove and replace contractor damaged or excessively deformed areas without additional compensation. Lap repair areas a minimum of 3 ft in all directions. Tie each side of repair grid in at least 3 locations but do not exceed normal construction spacing; tie spacing for odd shapes will be as directed. Repair excessively deformed materials underlying the grid as directed

4. MEASUREMENT

Geogrid base reinforcement will be measured by the square yard of roadway placement as shown in the plans with no allowance for overlapping at transverse and longitudinal joints.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" are paid for at the unit bid price for "Geogrid Base Reinforcement" of the type specified. This

price is full compensation for furnishing, preparing, hauling and placing materials including labor, materials, freight, tools, equipment and incidentals.

SPECIAL SPECIFICATION

Item 7000

Surface Water Pollution Prevention Plan (SW3P) & Implementation

1. DESCRIPTION

The Contractor will provide the following for this item:

- An SW3P plan that is approved by the Engineer/Owner
- Necessary permits (i.e. – NOI) and associated fees
- All BMPs as indicated on the approved SW3P plan
- Maintenance and inspection of the SW3P upon its implementation and until a NOT (Notice of Termination) has been filed and accepted by the TCEQ

2. MATERIALS

Furnish materials shown in the contractor provided SW3P and as approved by the engineer/owner.

3. CONSTRUCTION

The Contractor will maintain the SW3P in accordance with TCEQ requirements throughout construction and until the NOT has been filed by the contractor with the TCEQ.

4. MEASUREMENT

This Item will be paid as a Lump Sum Item

5. PAYMENT

Payment for Storm Water Pollution Prevention Plan will include all labor, equipment and materials to complete the work as described in the approved SW3P plan and any necessary permits and associated fees.

SPECIAL SPECIFICATION

Item 8000

Traffic Control Plan and Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide a Traffic Control Plan (TCP) that has been signed and sealed by a Licensed Professional Engineer. Submit the TCP to the owner and/or project engineer for review and approval prior to implementation of the TCP.

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

2. CONSTRUCTION

Comply with all local, state and federal safety requirements.

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit any Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. Changes must conform to guidelines established in the TMUTCD using approved products from the Texas Department of Transportation's Compliant Work Zone Traffic Control Device List or County approved equivalents.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

Traffic Control Plan and Barricades, Signs, and Traffic Handling will be measured by the Lump Sum.

4. PAYMENT

4.1. **Traffic Control Plan and Barricades, Signs, and Traffic Handling**. Except for Contracts with callout work and work orders, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Traffic Control Plan and Barricades, Signs, and Traffic Handling." This price is full compensation for a signed/sealed TCP, installation of traffic control devices, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Traffic Control Plan and Barricades, Signs, and Traffic Handling." This price is full compensation for development of a signed/sealed TCP, installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be subsidiary to the pertinent Items.

4.1.1. **Initiation of Payment**. Payment for this Item will begin after the signed/sealed TCP has been submitted to the County for review and/or approval. Payment for this Lump sum item will be in accordance with the following table:

Submittal of Sign/Sealed TCP for review/approval	**30% of lump sum**
Approval of TCP	**10% of lump sum**
Implementation of TCP	**30% of lump sum**
Removal of TCP upon completion of construction	**30% of lump sum**

If the Contractor fails to provide or properly maintain signs and barricades in compliance with the approved TCP, the Contractor will be considered in noncompliance with this Item. No payment will be made until the contractor is in compliance with the approved TCP.

II.4 GENERAL NOTES

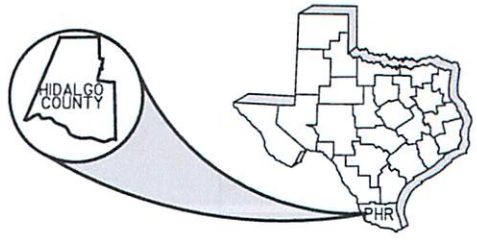
The general notes for this Contract are located on the plan sheets in the Contract Drawings.

PART III

CONSTRUCTION DRAWINGS

HIDALGO COUNTY PCT. 1

CONSTRUCTION PLANS
MILE 9 ROAD
CSJ 2016-2002-02 MILE 9 WA 2



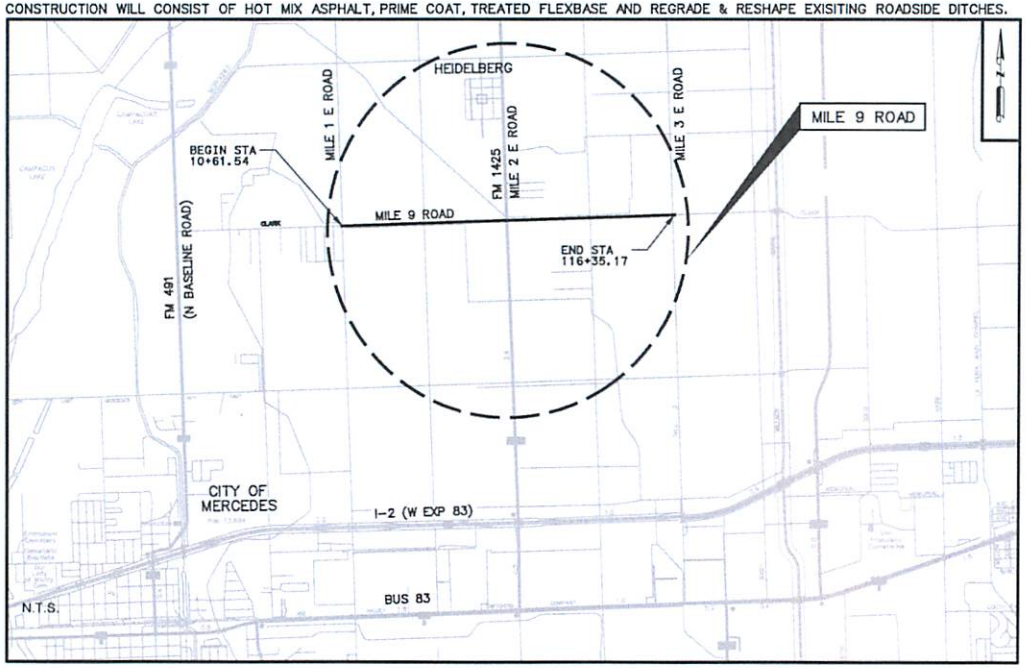
PROJECT LIMITS:
FROM: MILE 1 E RD TO MILE 3 E ROAD

TOTAL LENGTH OF PROJECT = 10,573.63' = 2.00 MI

CONSTRUCTION WILL CONSIST OF HOT MIX ASPHALT, PRIME COAT, TREATED FLEXBASE AND REGRADE & RESHAPE EXISITING ROADSIDE DITCHES.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTIONS
3-4	GENERAL NOTES
5	ESTIMATE & QUANTITY
6-16	PLAN & PROFILE SHEETS
17-20	(S)-MB-15(1)
21	(S)-SMD(GEN)-08
22-24	(S)-SMD(SLIP),(SLIP-2) AND (SLIP-3)-08
25	(S)-PM(1)-12
	[D]-DENOTES DISTRICT STANDARD
	[S]-DENOTES STATE STANDARD



LOCATION MAP
N.T.S.

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED
PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

HIDALGO COUNTY COMMISSIONER'S COURT

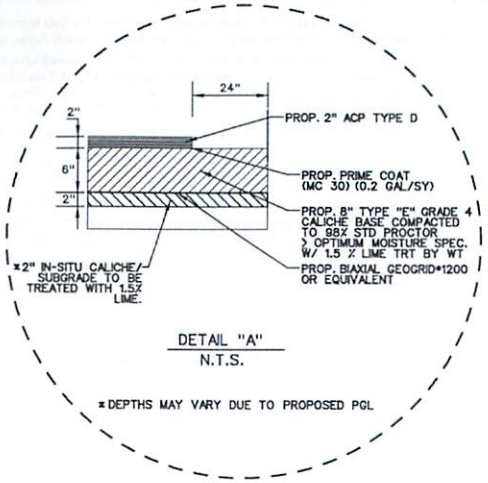
RAMON GARCIA	- COUNTY JUDGE
A.C. CUELLAR, JR.	- PCT 1
EDUARDO "EDDIE" CANTU	- PCT 2
JOE M. FLORES	- PCT 3
JOSEPH PALACIOS	- PCT 4

THE COUNTY OF HIDALGO TEXAS

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 • Mission, Texas 78572
(956) 424-7898
TBPE FIRM No. 1640

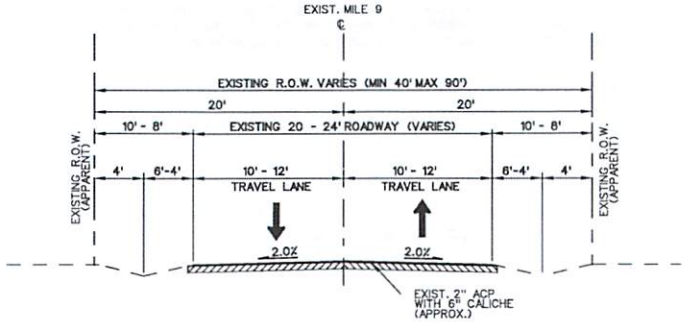
COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:05 AM
FILE: MILE 9-Title Sheet.dgn

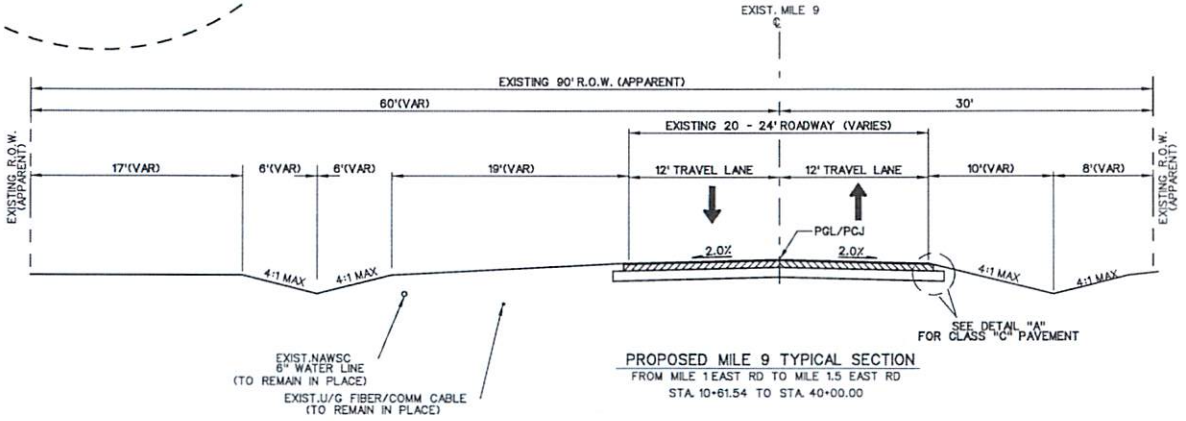


DETAIL "A"
N.T.S.

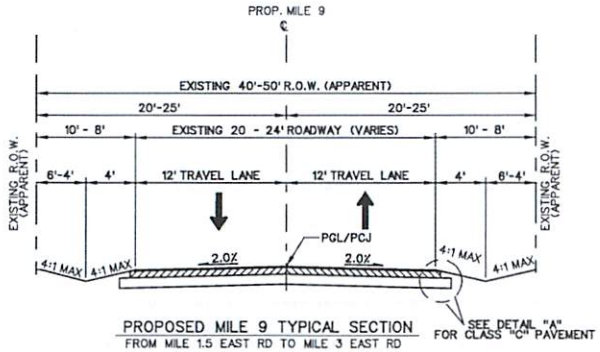
*DEPTHS MAY VARY DUE TO PROPOSED PGL



EXISTING MILE 9 TYPICAL SECTION
FROM MILE 1 EAST RD TO MILE 3 EAST RD



PROPOSED MILE 9 TYPICAL SECTION
FROM MILE 1 EAST RD TO MILE 1.5 EAST RD
STA. 10+61.54 TO STA. 40+00.00



PROPOSED MILE 9 TYPICAL SECTION
FROM MILE 1.5 EAST RD TO MILE 3 EAST RD
STA. 40+00.00 TO STA. 116+35.21

Beginning chain P-CL description

Point 1	N 16,593,384.3948 E 1,182,764.7975 Sta	10+00.00
	Course from 1 to 2 N 88° 47' 12.64" E Dist 2,685.0886	
Point 2	N 16,593,441.2434 E 1,185,449.2842 Sta	36+85.09
	Course from 2 to 3 N 88° 45' 25.39" E Dist 2,645.3047	
Point 3	N 16,593,498.6249 E 1,188,093.9665 Sta	63+30.39
	Course from 3 to 4 N 88° 49' 44.92" E Dist 2,643.1619	
Point 4	N 16,593,552.6349 E 1,190,736.5766 Sta	89+73.56
	Course from 4 to 5 N 88° 42' 14.95" E Dist 2,641.6102	
Point 5	N 16,593,612.3746 E 1,193,377.5112 Sta	116+15.17

Ending chain P-CL description

NOTE-BENCHMARK DATA IS AVAILABLE UPON REQUEST FROM THE ENGINEER.

GENERAL NOTES

1. PCJ - DENOTES PERMISSIBLE CONSTRUCTION JOINT
2. PGL - DENOTES PROFILE GRADE LINE
3. ALL UTILITY LOCATIONS SHOWN ARE APPROX., AND BASED ON THE BEST INFORMATION AVAILABLE AND PROVIDED BY THE SURVEYOR. THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH THE UTILITY COMPANIES AT LEAST 72 HR PRIOR TO WORKING IN THIS AREA. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
4. 114 LBS/SY EQUIVALENT TO 1" ACP
5. PRIME COAT MC-30 0.2 GAL/CY (APPROX.)
6. FLEXIBLE BASE WT - 3375 LB/CY (APPROX.)
7. SUBGRADE WT - 2970 LBS/CY (APPROX.)
8. REGRADE AND RESHAPE EXISTING ROADSIDE DITCHES ALL GRADING SHALL BE WITHIN THE R.O.W. LIMITS.
9. ANY DAMAGE TO EXISTING CROSSING CULVERTS OR IRRIGATION CROSSING SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
10. PROPOSED DIMENSIONS BEYOND THE PREPARED PAVEMENT SECTION VARY BASED ON EXISTING SITE CONDITIONS.

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

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Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TBPE F-1640

MILE 9 ROAD
EXISTING AND PROPOSED TYPICAL SECTIONS

SCALE: 1"=10' SHEET 1 OF 1

DWN	CONT	SECT	JOB	HIGHWAY
CK DWN	20162002	2		MILE 9 RD
DWN	DIST	COUNTY		SHEET NO.
CK DWN	PHR	HIDALGO		2
TRC				
CK TRC				

DATE: 8/17/2016 10:14:06 AM
FILE: Mile 9 Typ Sect.dgn

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination with TxDOT underground lines.

ITEM 8. Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.5 Calendar Day.

ITEM 110. Excavation

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

All excavated material shall become the property of the contractor and shall be disposed of in accordance with all local, state, and Federal rules, regulations and requirements.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PE	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI latera pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Contractor's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction oeprartions without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the lime-treated Subgrade.
It shall be the Contractor's responsibility to perform the proper lime treating operation without damages to any structures.
The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

In order to avoid damaging the Geogrid, add lime to the first lift of new base and/or salvage base at a central mixing site or mixing plant away from the construction area. The Engineer shall approve the site or plant location and method of mixing.

ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1 % minimum and 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

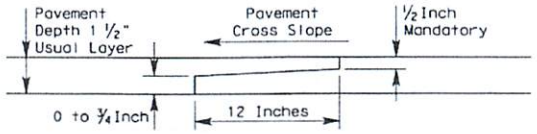
ITEM 341: Dense-Graded Hot-Mix Asphalt

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

This project will require the following minimum surface aggregate Classifications:

County	Highway	Classification
Hidalgo	Mile 9 N Road	A

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the Department's MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Department may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

STATE OF TEXAS
MARK D. CORBITT
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LICENSED
PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
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TEDSI
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

MILE 9 ROAD
GENERAL NOTES

SHEET 1 OF 2

DW:		CONT	SECT	JOB	HIGHWAY
CK DW:		2016	2002	2	MILE 9 RD
DW:		DIST	COUNTY		SHEET NO.
CK DW:		PHR	HIDALGO		3
TR:					
CK TR:					

COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:07 AM
FILE: MILE 9-GN.dgn

ITEM 644. Small Roadside Sign Supports and Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices".

The Contractor shall remove the complete sign installation and separate the sign post at the concrete foundation. The Contractor shall dispose of the concrete foundation in accordance with this Bid Item. Except for concrete foundations,all removed sign panels, sign posts, and hardware shall remain the property of the Hidalgo County. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be delivered to the Hidalgo County. The Contractor will be required to haul the removed sign material to the maintenance yard closest to the project. No signs shall be removed without prior approval of the Engineer.

ITEMS 666. Reflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for. The roadway will be re-striped at no additional compensation, If striping fails test method Tex828-B.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666. Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type II beads dropped first.

ITEM 760. Cleaning and Reshaping Ditches

Clean and reshape ditches. Excavate and remove excess material from ditches and from around fixtures within the limits of the excavation or reshape by cleaning silt from the ditch and spreading on backslope as approved. Reshape ditches in conformance with the lines, grades, and typical cross-sections shown on the plans, or as directed. Dispose of excess material in accordance with applicable federal, state, and local regulations, or place on right of way, as directed. Maintain ditch drainage during cleaning and reshaping work.

ITEM 5001. Geogrid Base Reinforcement

Provide a construction paln to the Engineer detailing how the base will be limed treated without damaging the Geogrid Base Reinforcement placed on top of the subgrade

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED
PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2015

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI
TBPE F-1640

MILE 9 ROAD
GENERAL NOTES
(CONT.)

SHEET 2 OF 2

DM:		CONT	SECT	JOB	HIGHWAY
CK DM:		2016	2002	2	MILE 9 RD
DM:		DIST	COUNTY		SHEET NO.
CK DM:		PHR	HIDALGO		4
TM:					
CK TM:					

COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:09 AM
FILE: MILE 9-GN2.dgn

ESTIMATE & QUANTITY SUMMARY

ITEM NO.	110	132	247	260	260	260	310	341	666	760	5001	7000	8000
LOCATION	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (DENS CONT) (TY C)	FLEX BS (RDWY DEL) (TY E GR 4) (FINAL POS)	LIME TRT (NEW BASE) (6")	LIME (HYD, COM, OR QK(SLURRY))	LIME TRT (EXIST MATL) (2")	PRIME COAT (MC - 30) (0.2 GAL/SY)	D-GR HMA TY-D SAC-A PG64-22	REFL PAV W/RET REQ TY I (Y) (4") (BRK) (100 MIL)	CLEANING AND RESHAPING DITCHES	GEOGRID BS REINF. (BX 1200)	STORMWATER POLLUTION PREVENTION PLAN	TRAFFIC CONTROL PLAN
	(CY)	(CY)	(CY)	(SY)	(TON)	(SY)	(GAL)	(TON)	(LF)	(LF)	(SY)	(LS)	(LS)
MILE 9 N ROAD													
THROUGHOUT PROJECT	4523	1490	5560	33360	188	33360	5722	3262	2643	20500	33360	1	1
TOTAL:	4523	1490	5560	33360	188	33360	5722	3262	2643	20500	33360	1	1

COUNTY HIDALGO PROJ. NO.
HWY NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:10 AM
FILE: MILE 9-EQ.dgn

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
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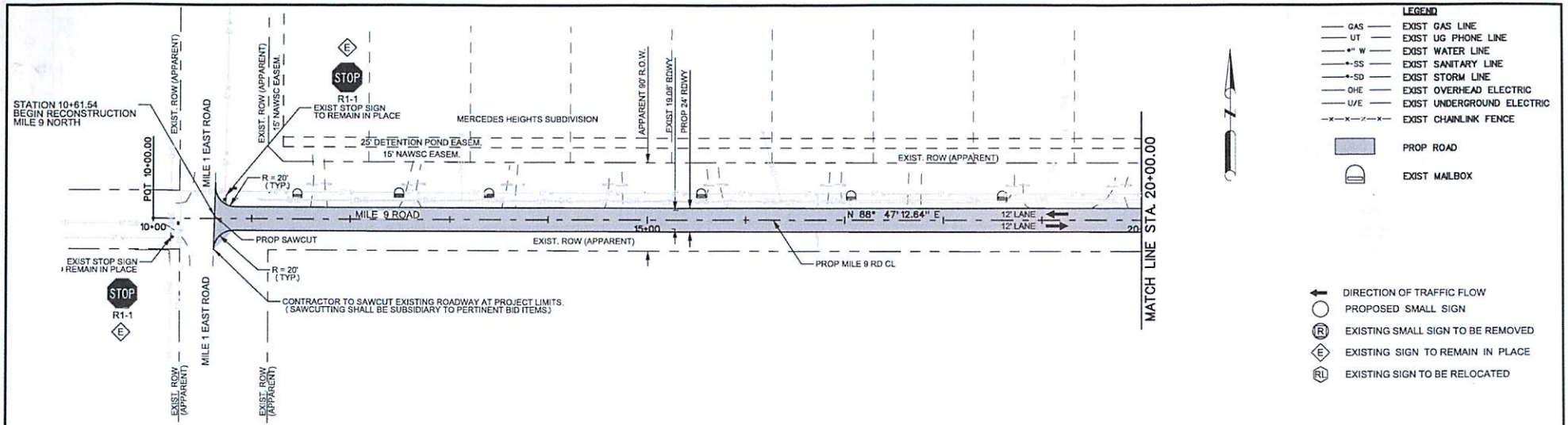
(956) 424-7898
TEDSI
TBPE F-1640

MILE 9 ROAD
ESTIMATE & QUANTITY

SHEET 1 OF 1

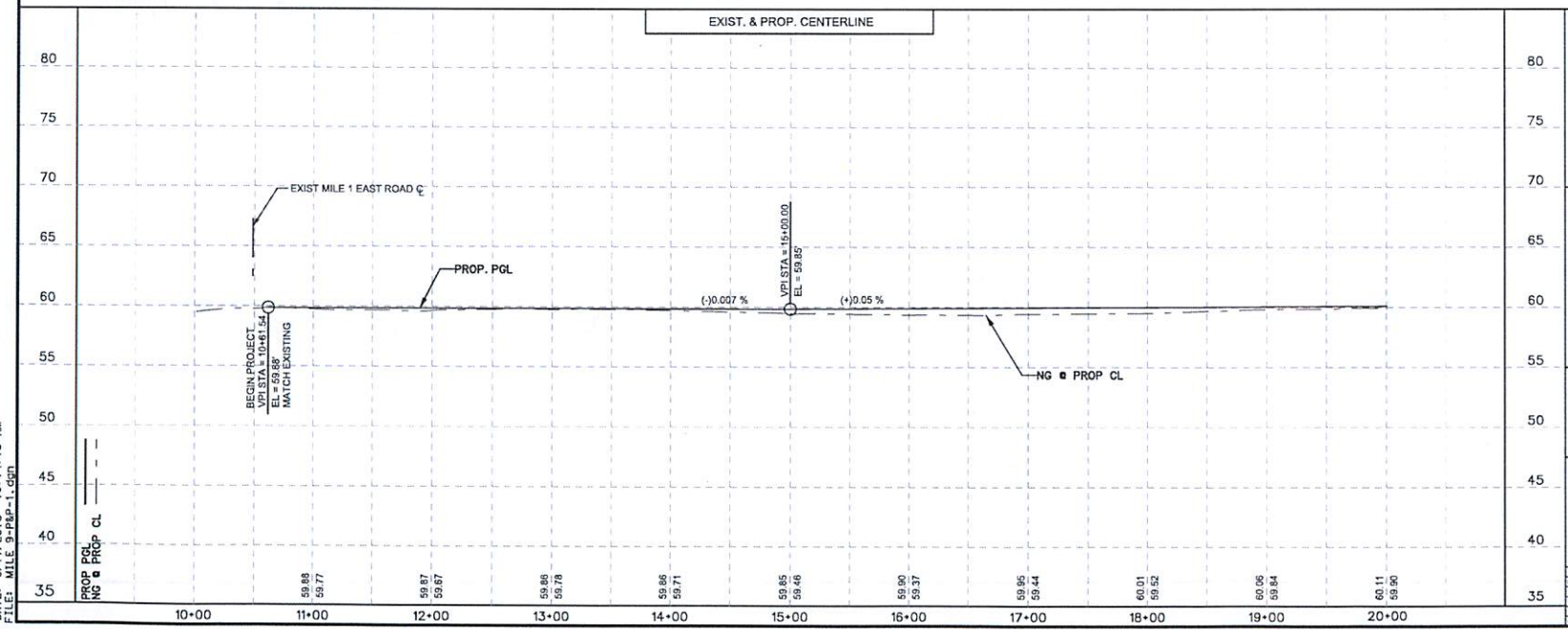
DR:				
CK DR:				
DR:				
CK DR:				
TR:				
CK TR:				

CONT	SECT	JOB	HIGHWAY
2016	2002	2	MILE 9 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		5



NOTES:

1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES TO ESTABLISH THE EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL UTILITIES DAMAGED BY THE CONTRACTOR.
2. UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING.
4. EXISTING SIGNS SHALL BE INSTALLED USING NEW POST AND FOUNDATION.
5. SEE PAVEMENT MARKINGS STANDARDS FOR STRIPING DETAILS.
6. RE- LOCATE ANY MAILBOXES IN CONFLICT WITH THE PROPOSED ROADWAY. RE -LOCATION OF MAILBOXES IS SUBSIDIARY TO PERTINENT BID ITEMS.
7. CONNECT ALL DRIVEWAYS AND TURNOUTS WITH A SMOOTH TRANSITION FROM PAVEMENT EDGE USING THE SAME MATERIAL THAT DRIVEWAYS IS CONSTRUCTED OF. (SUBSIDIARY TO PERTINENT BID ITEMS)



STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED
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MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

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(956) 424-7898
TEDSI TBPE F-1640

MILE 9 ROAD
PLAN AND PROFILE
STA. 10+00.00 TO STA. 20+00.00

SCALE:
HOR: 1"= 100'
VER: 1"= 10'

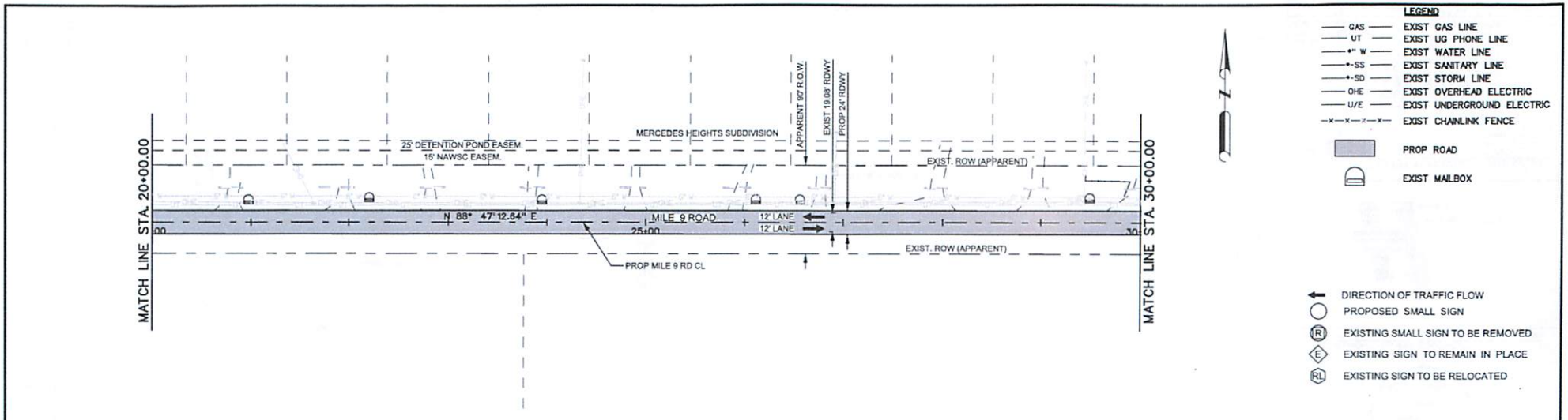
SHEET 1 OF 11

DM				
CK DM				
DM				
CK DM				
TR				
CK TR				

CONT	SECT	JOB	HIGHWAY
2016	2002	2	MILE 9 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		6

COUNTY HIDALGO PROJ. NO.
CNTY. NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:13 AM
FILE: MILE 9-P&P-1.dgn



LEGEND

- GAS — EXIST GAS LINE
- UT — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- SS — EXIST SANITARY LINE
- SD — EXIST STORM LINE
- OHE — EXIST OVERHEAD ELECTRIC
- U/E — EXIST UNDERGROUND ELECTRIC
- EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX
- DIRECTION OF TRAFFIC FLOW
- PROPOSED SMALL SIGN
- (R) EXISTING SMALL SIGN TO BE REMOVED
- (E) EXISTING SIGN TO REMAIN IN PLACE
- (RL) EXISTING SIGN TO BE RELOCATED

NOTES:

1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES TO ESTABLISH THE EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL UTILITIES DAMAGED BY THE CONTRACTOR.
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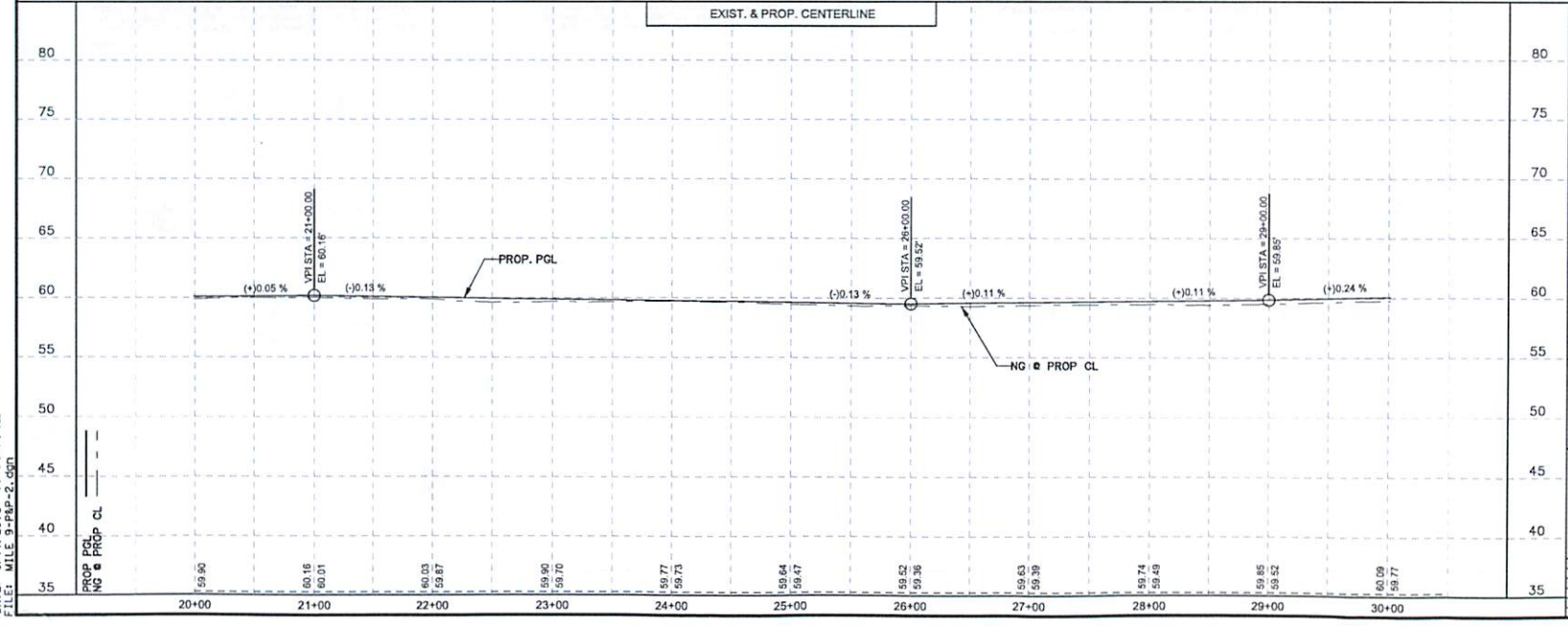

STATE OF TEXAS
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TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

MILE 9 ROAD
PLAN AND PROFILE
STA. 20+00.00 TO STA. 30+00.00

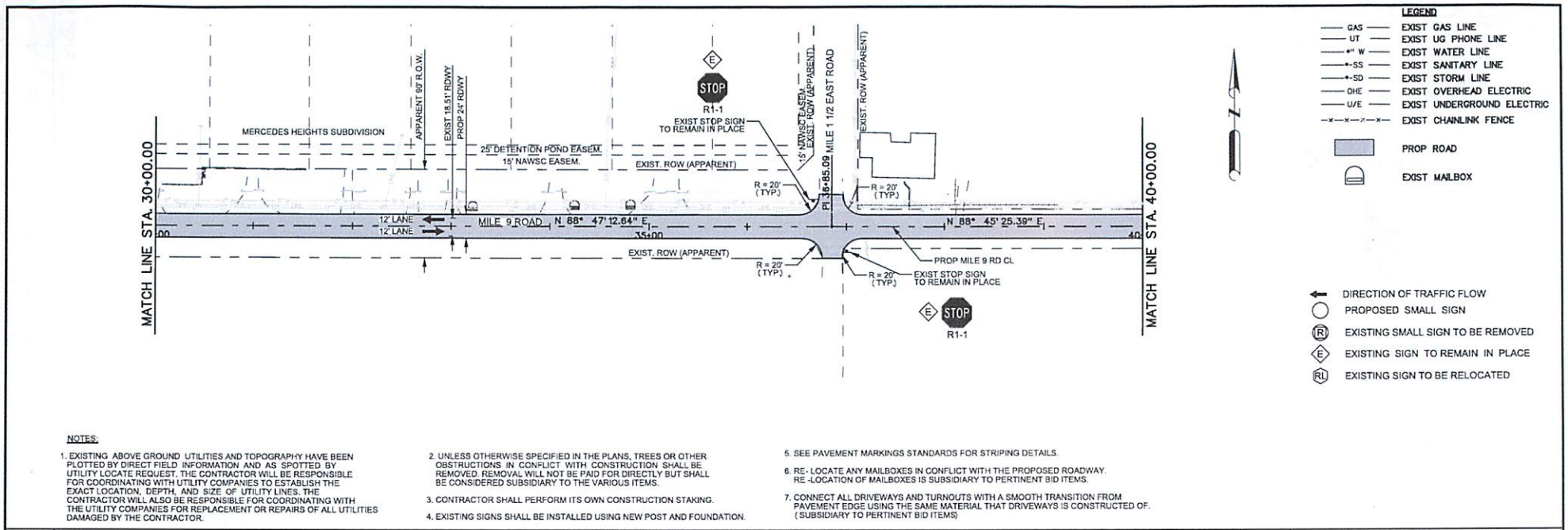
SCALE:
HOR: 1"= 100'
VER: 1"= 10'

SHEET 2 OF 11

DM	CONT	SECT	JOB	HIGHWAY
CK DM	2016	2002	2	MILE 9 RD
DM	DIST	COUNTY		SHEET NO.
CK DM	PHR	HIDALGO		7
TR				
CK TR				

COUNTY HIDALGO PROJ NO.
HWY NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:14 AM
FILE: MILE 9-P&P-2.dgn



NOTES:

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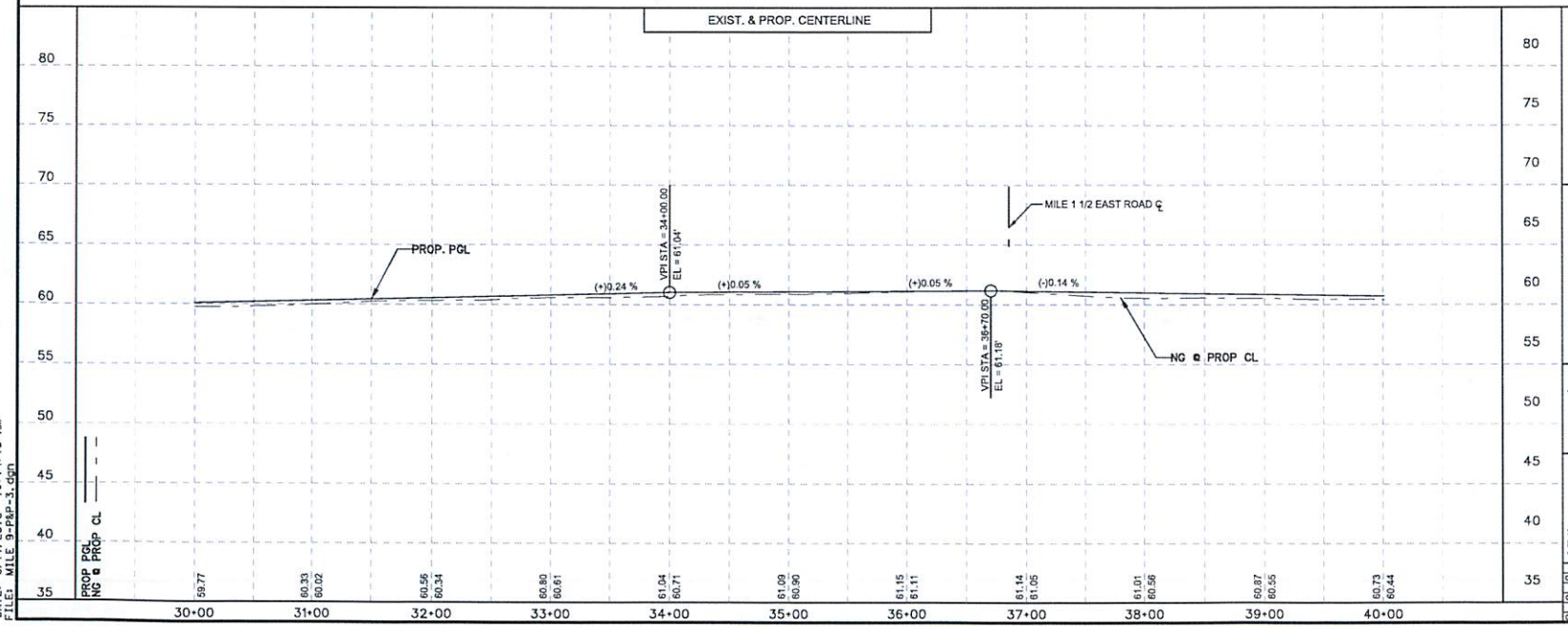


STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2015

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI TBPE F-1640

MILE 9 ROAD
PLAN AND PROFILE
STA. 30+00.00 TO STA. 40+00.00

SCALE:
HOR: 1"= 100'
VER: 1"= 10'

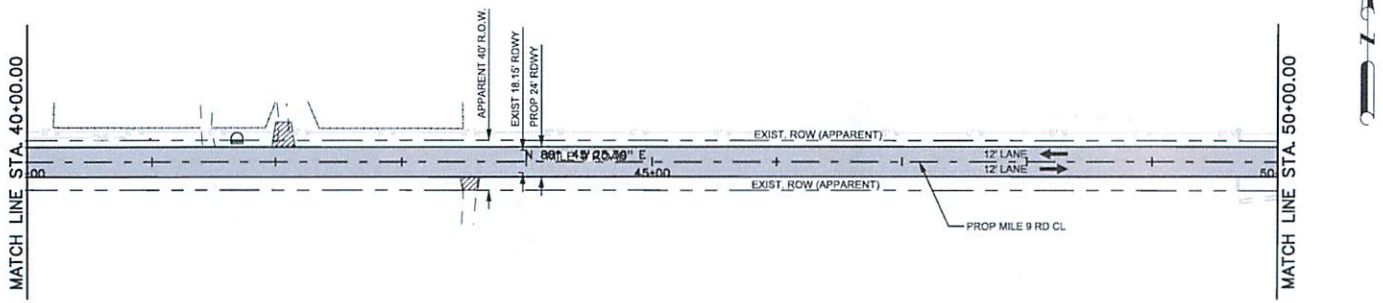
SHEET 3 OF 11

CONT	SECT	JOB	HIGHWAY
2016	2002	2	MILE 9 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		8

DES
CK DW
DW
CK DW
TR
CK TR

COUNTY HIDALGO PROJ. NO.
HWY NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:15 AM
FILE: MILE 9-P&P-3.dgn



LEGEND

- GAS — EXIST GAS LINE
- UT — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- SS — EXIST SANITARY LINE
- SD — EXIST STORM LINE
- OHE — EXIST OVERHEAD ELECTRIC
- U/E — EXIST UNDERGROUND ELECTRIC
- EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX

- DIRECTION OF TRAFFIC FLOW
- PROPOSED SMALL SIGN
- (R) EXISTING SMALL SIGN TO BE REMOVED
- (E) EXISTING SIGN TO REMAIN IN PLACE
- (RL) EXISTING SIGN TO BE RELOCATED

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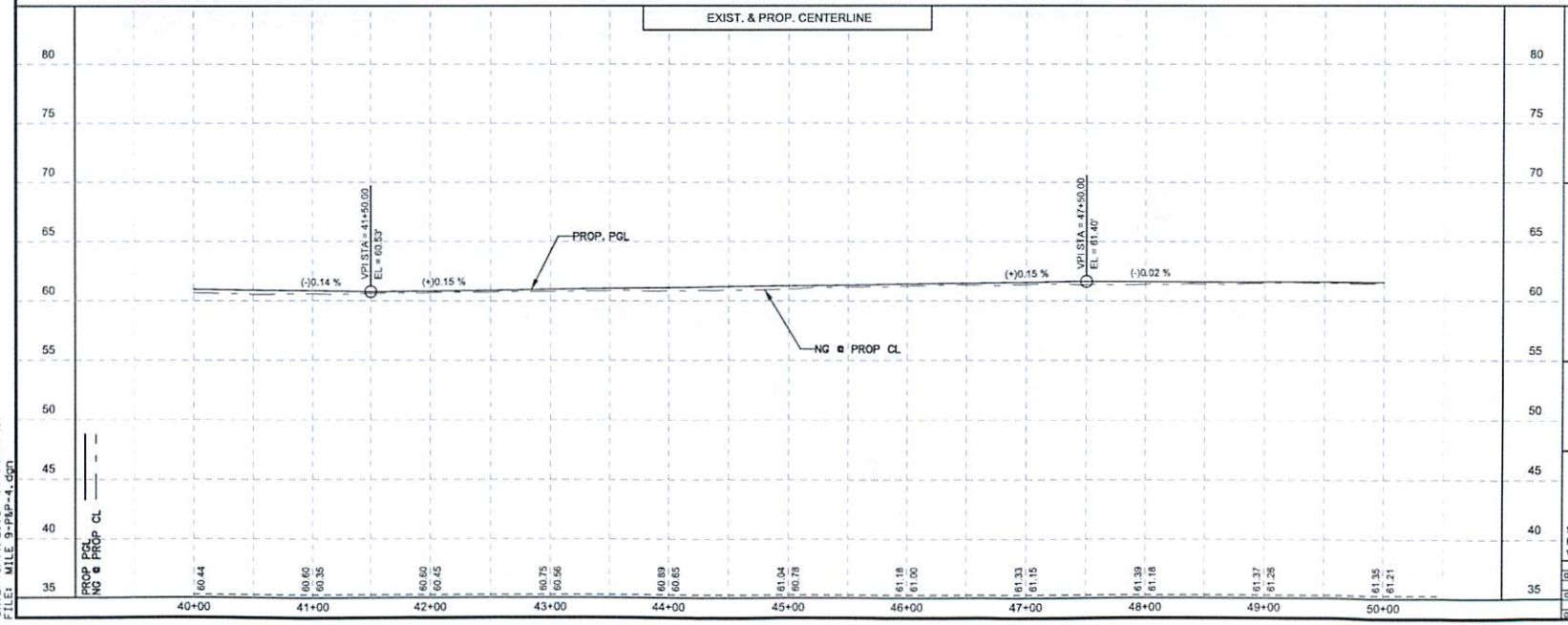

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

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Consulting Engineers
TBPE F-1640
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Mission, Texas 78572
(956) 424-7898

MILE 9 ROAD
PLAN AND PROFILE
STA. 40+00.00 TO STA. 50+00.00

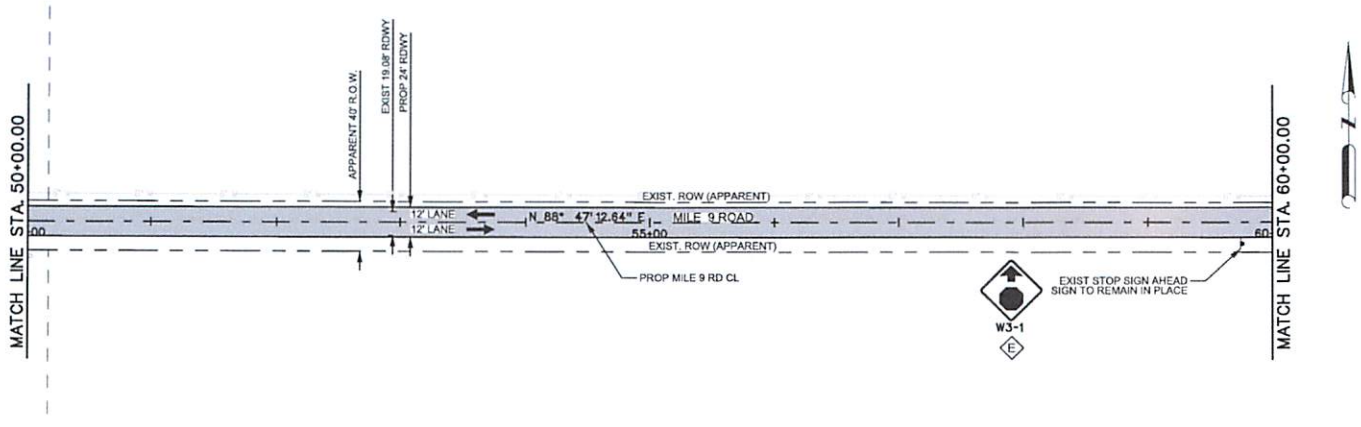
SCALE:
HOR: 1"= 100'
VER: 1"= 10'

SHEET 4 OF 11

CONT	SECT	JOB	HIGHWAY
2016	2002	2	MILE 9 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		9

COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:16 AM
FILE: MILE 9-P&P-4.dgn



LEGEND

- GAS — EXIST GAS LINE
- UT — EXIST UG PHONE LINE
- 8" W — EXIST WATER LINE
- SS — EXIST SANITARY LINE
- SD — EXIST STORM LINE
- OHE — EXIST OVERHEAD ELECTRIC
- U/E — EXIST UNDERGROUND ELECTRIC
- EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX

- DIRECTION OF TRAFFIC FLOW
- PROPOSED SMALL SIGN
- (R) EXISTING SMALL SIGN TO BE REMOVED
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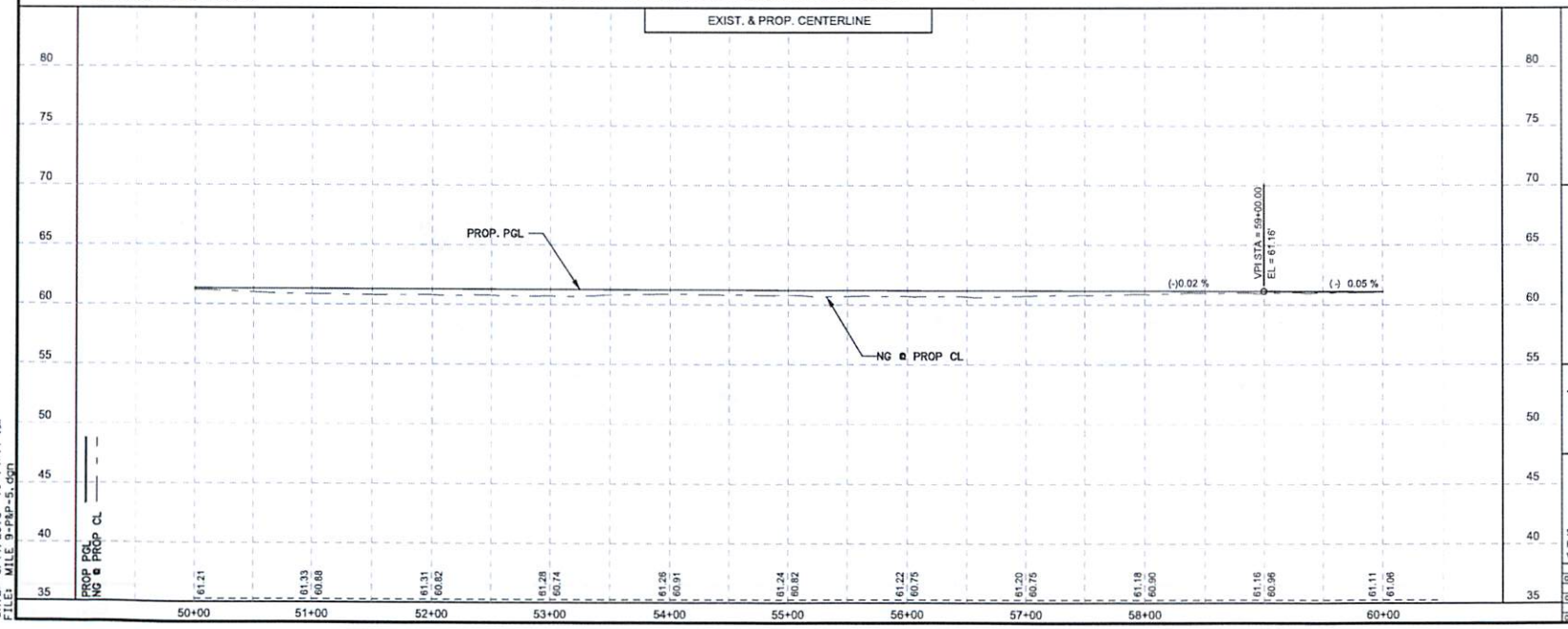

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

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Consulting Engineers
1201 E. Expressway 83
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(956) 424-7898
TEDSI TBPE F-1640

MILE 9 ROAD
PLAN AND PROFILE
STA. 50+00.00 TO STA. 60+00.00

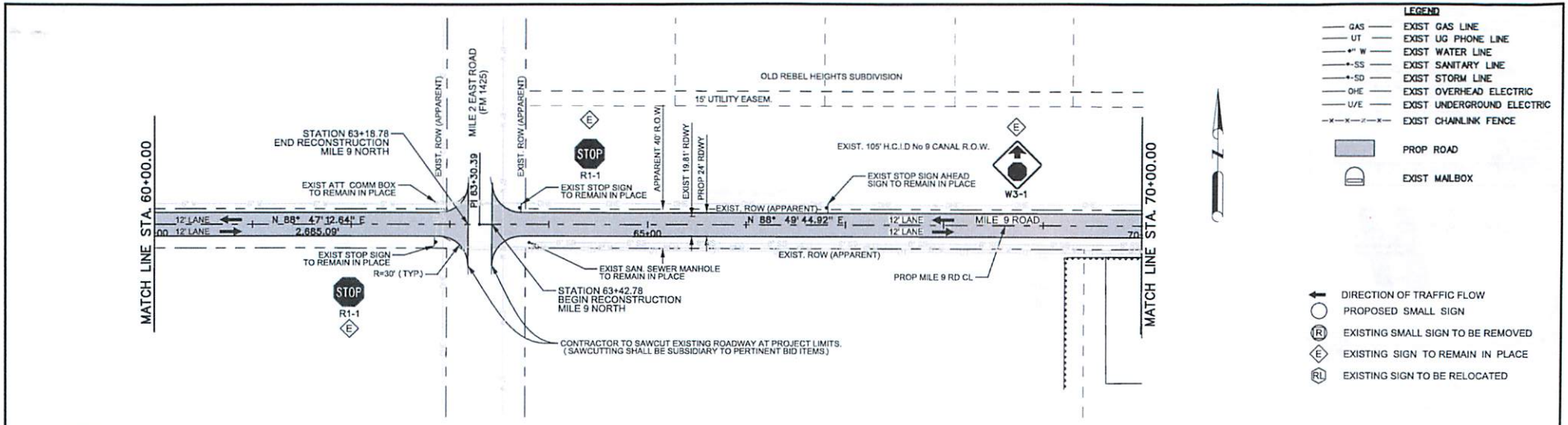
SCALE:
HOR: 1"= 100'
VER: 1"= 10'

SHEET 5 OF 11

DM			
CK DM	CONT	SECT	JOB	HIGHWAY
DM	2016	2002	2	MILE 9 RD
CK DM	DIST	COUNTY		SHEET NO.
TM	PHR	HIDALGO		10
CK TM				

COUNTY HIDALGO PROJ. NO.
HWY NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:17 AM
FILE: MILE 9-P&P-5.dgn



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- PROP ROAD
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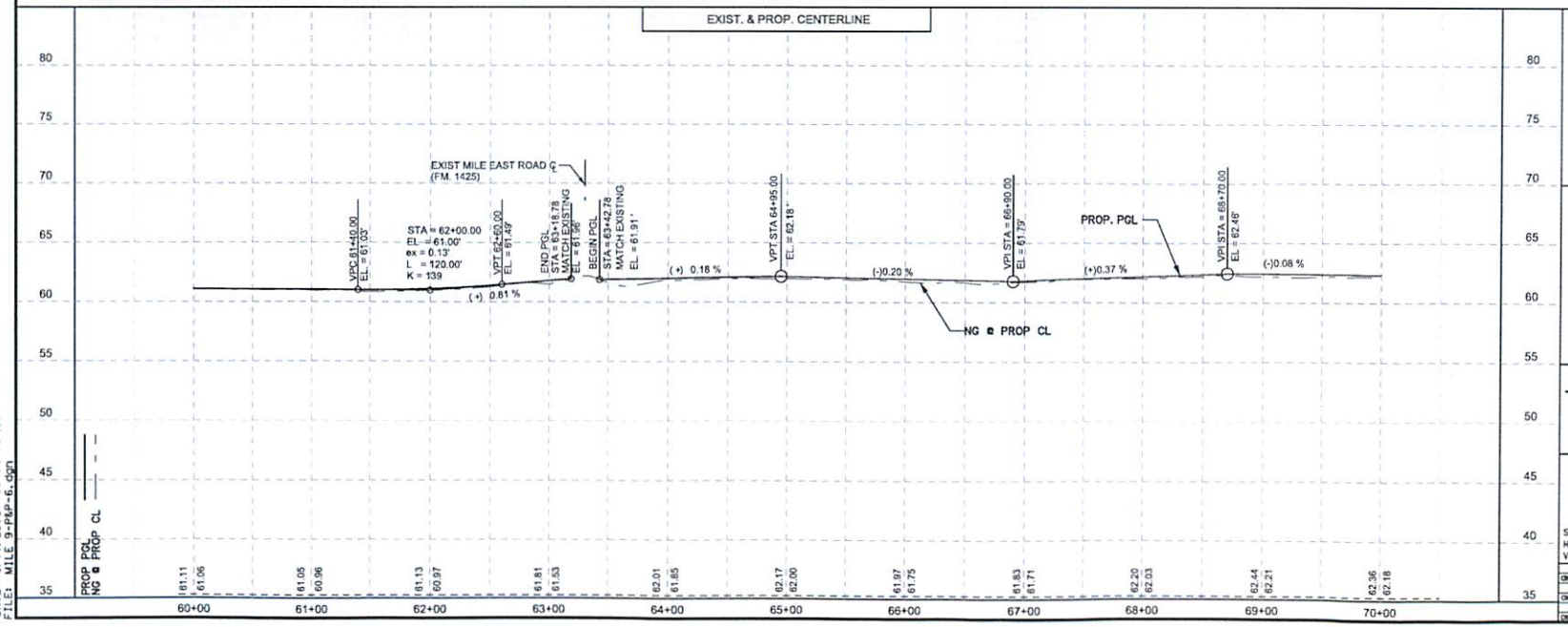


STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

MILE 9 ROAD
PLAN AND PROFILE
STA. 60+00.00 TO STA. 70+00.00

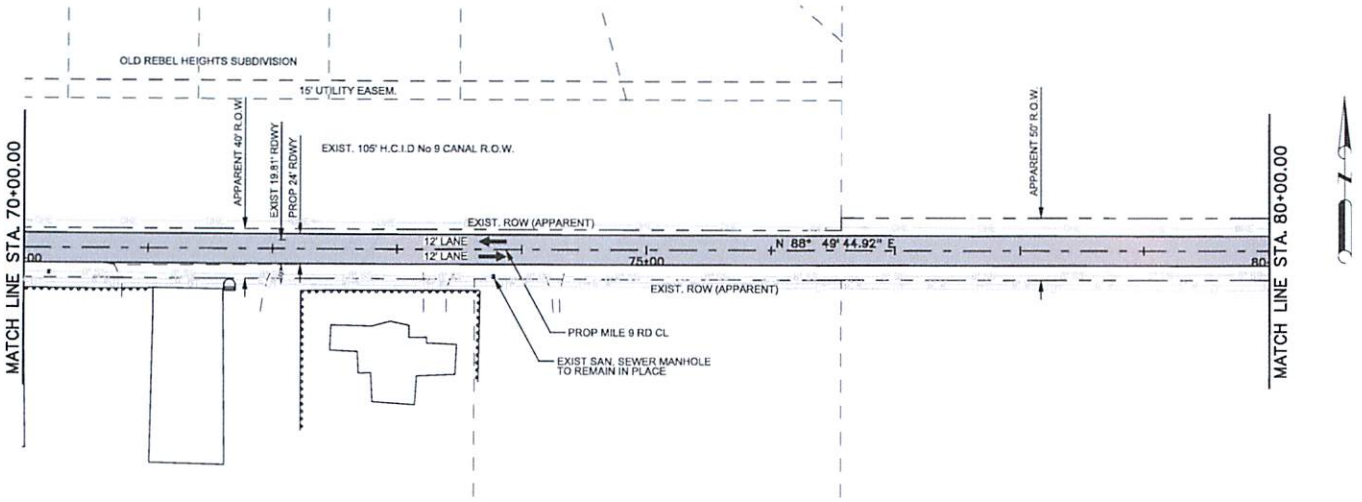
SCALE:
HOR: 1"= 100'
VER: 1"= 10'

SHEET 6 OF 11

DW:	CONT	SECT	JOB	HIGHWAY
CK: DW:	2016	2002	2	MILE 9 RD
DW:	DIST	COUNTY		SHEET NO.
CK: TR:	PHR	HIDALGO		11
DK: TR:				

COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:19 AM
FILE: MILE 9-P&P-6.dgn



LEGEND

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- UT — EXIST UG PHONE LINE
- 8" W — EXIST WATER LINE
- 8"-SS — EXIST SANITARY LINE
- 8"-SD — EXIST STORM LINE
- OHE — EXIST OVERHEAD ELECTRIC
- U/E — EXIST UNDERGROUND ELECTRIC
- x—x—x—x— EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX

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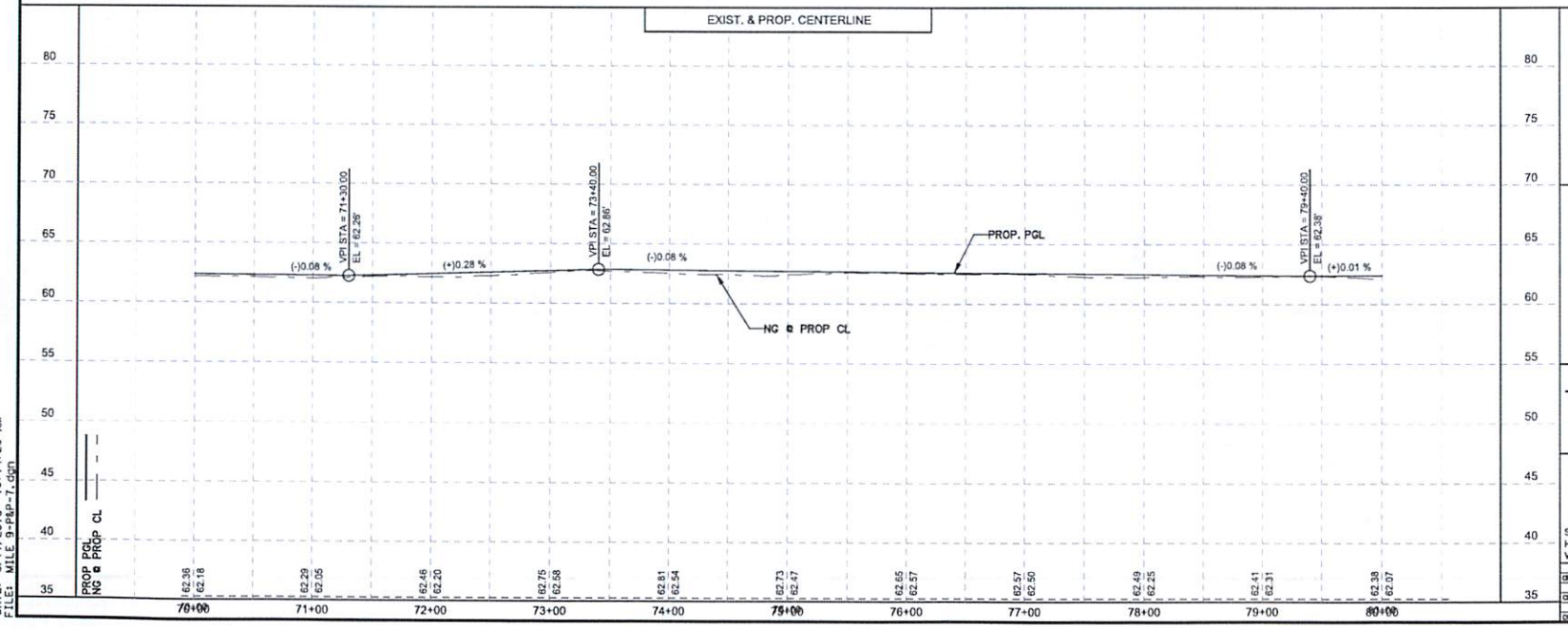


STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7896
TEDSI TBPE F-1640

MILE 9 ROAD
PLAN AND PROFILE
STA. 70+00.00 TO STA. 80+00.00

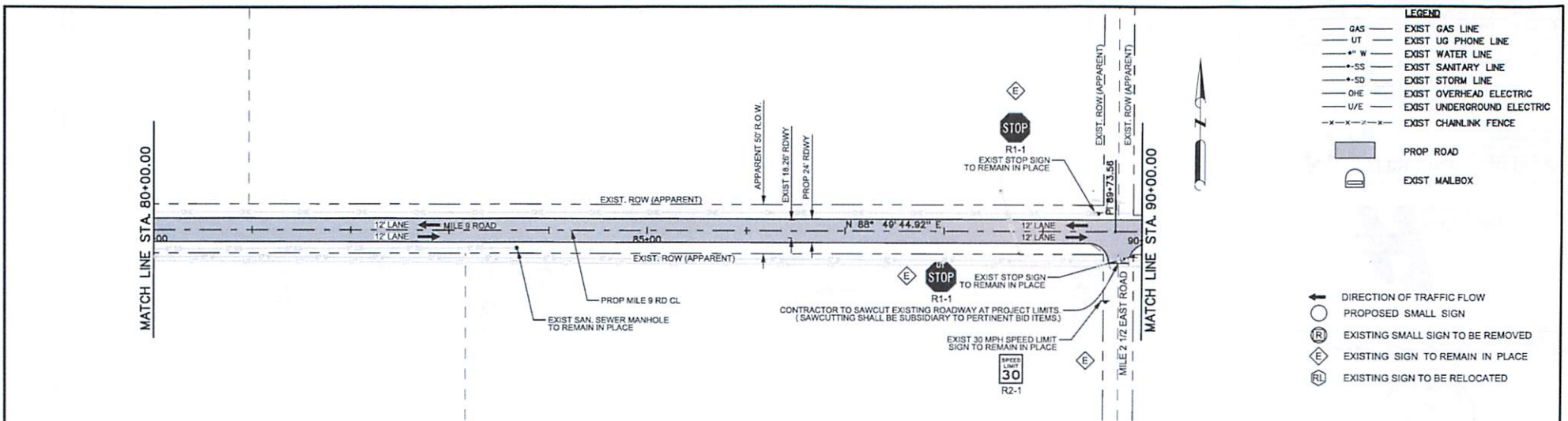
SCALE:
HOR: 1"= 100'
VERT: 1"= 10'

SHEET 7 OF 11

CONT	SECT	JOB	HIGHWAY
2016	2002	2	MILE 9 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		12

DATE: 8/17/2016 10:14:20 AM
FILE: MILE 9-P&P-7.dgn

COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED



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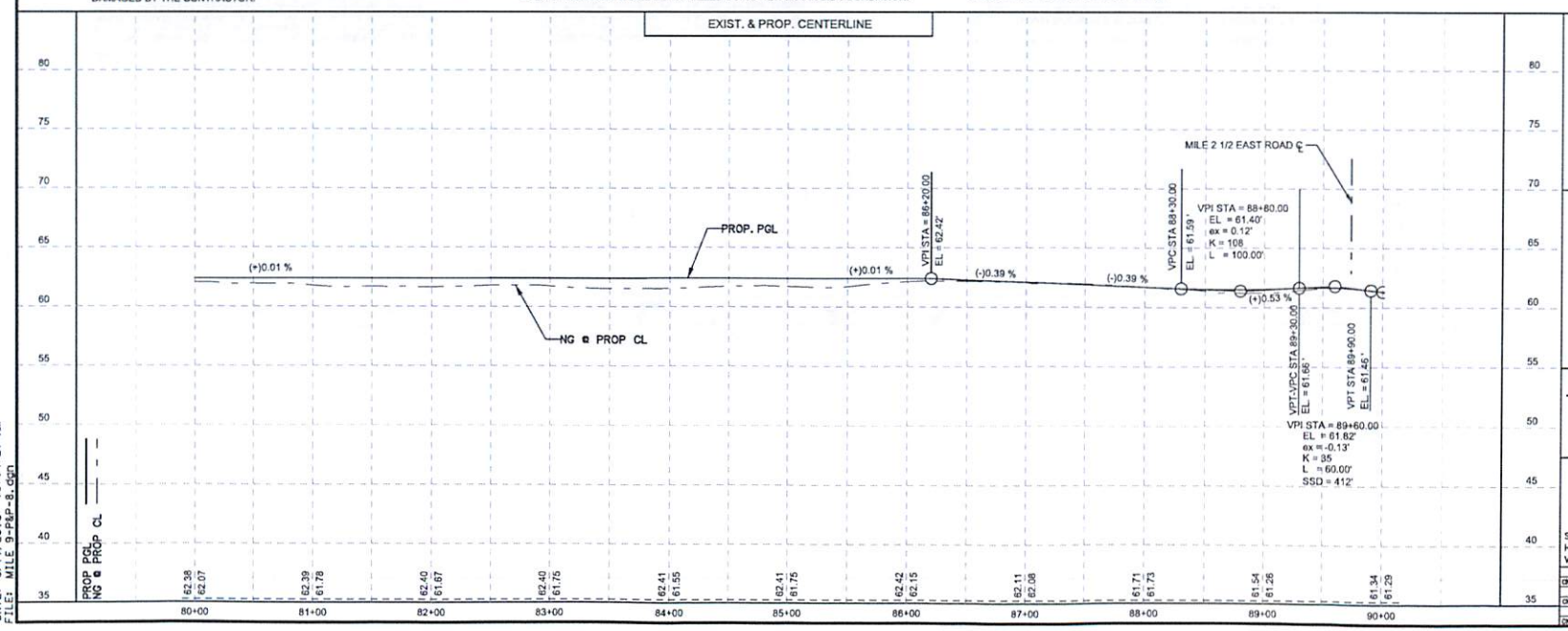


STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7896

MILE 9 ROAD
PLAN AND PROFILE
STA. 80+00.00 TO STA. 90+00.00

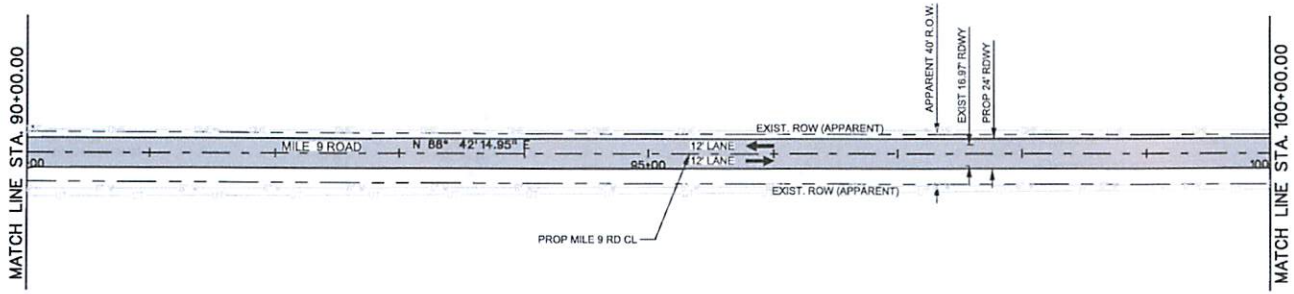
SCALE:
HOR: 1"= 100'
VER: 1"= 10'

SHEET 8 OF 11

DES	CONT	SECT	JOB	HIGHWAY
DR	2016	2002	2	MILE 9 RD
CK DR	DIST	COUNTY		SHEET NO.
DR	PHR	HIDALGO		13
CK DR				

COUNTY HIDALGO PROJ NO.
HWY NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:21 AM
FILE: MILE 9-P&P-8.dgn



LEGEND

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- UT — EXIST UG PHONE LINE
- W — EXIST WATER LINE
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- SD — EXIST STORM LINE
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- U/E — EXIST UNDERGROUND ELECTRIC
- EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX

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- PROPOSED SMALL SIGN
- (R) EXISTING SMALL SIGN TO BE REMOVED
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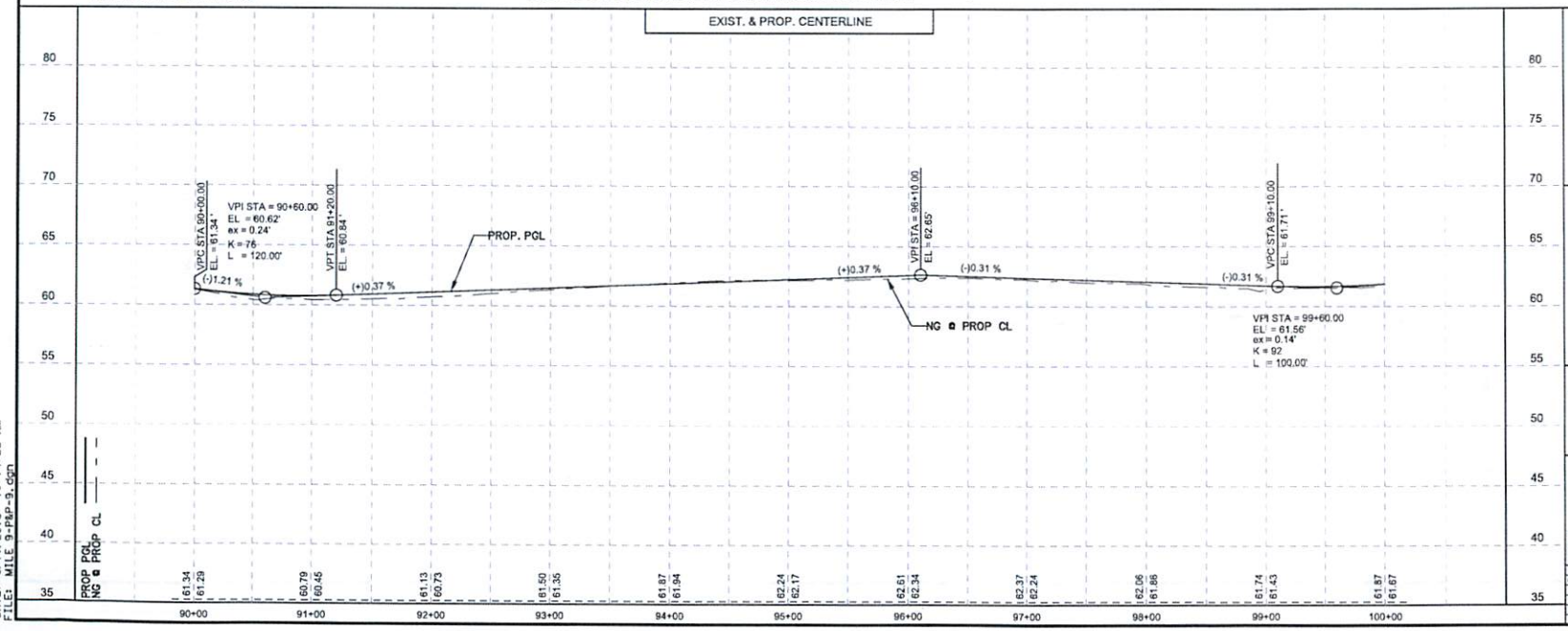

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

Mark Corbitt
MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

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TEDSI TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7899

MILE 9 ROAD
PLAN AND PROFILE
STA. 90+00.00 TO STA. 100+00.00

SCALE:
HOR: 1"= 100'
VER: 1"= 10'

SHEET 9 OF 11

CONT	SECT	JOB	HIGHWAY
2016	2002	2	MILE 9 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		14

COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 9 ROAD LETTING DATE
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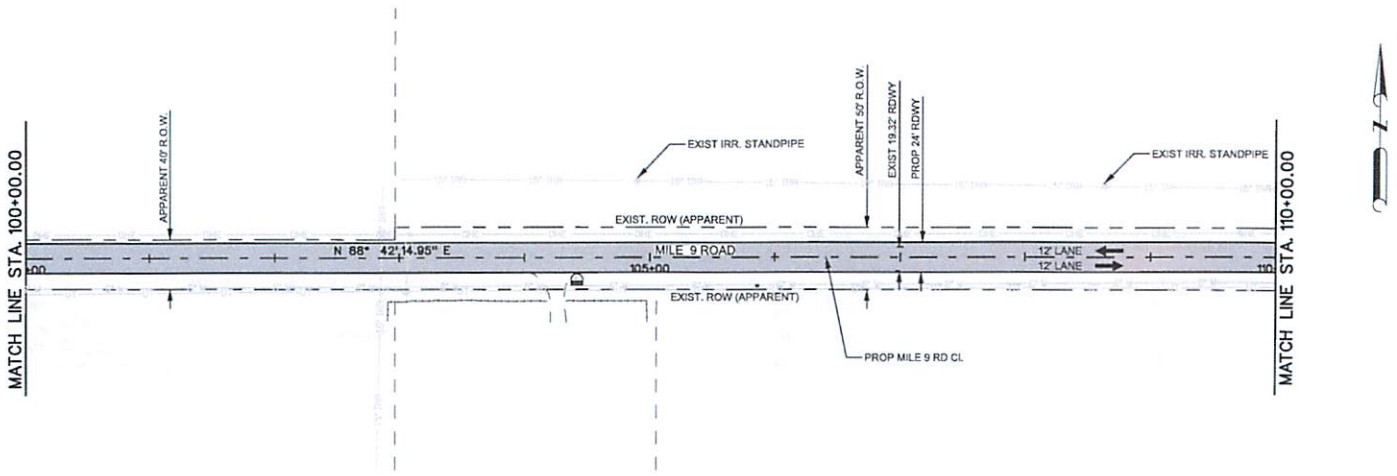
DATE: 8/17/2016 10:14:22 AM
FILE: MILE 9-P&P-9.dgn



LEGEND

- EXIST GAS LINE
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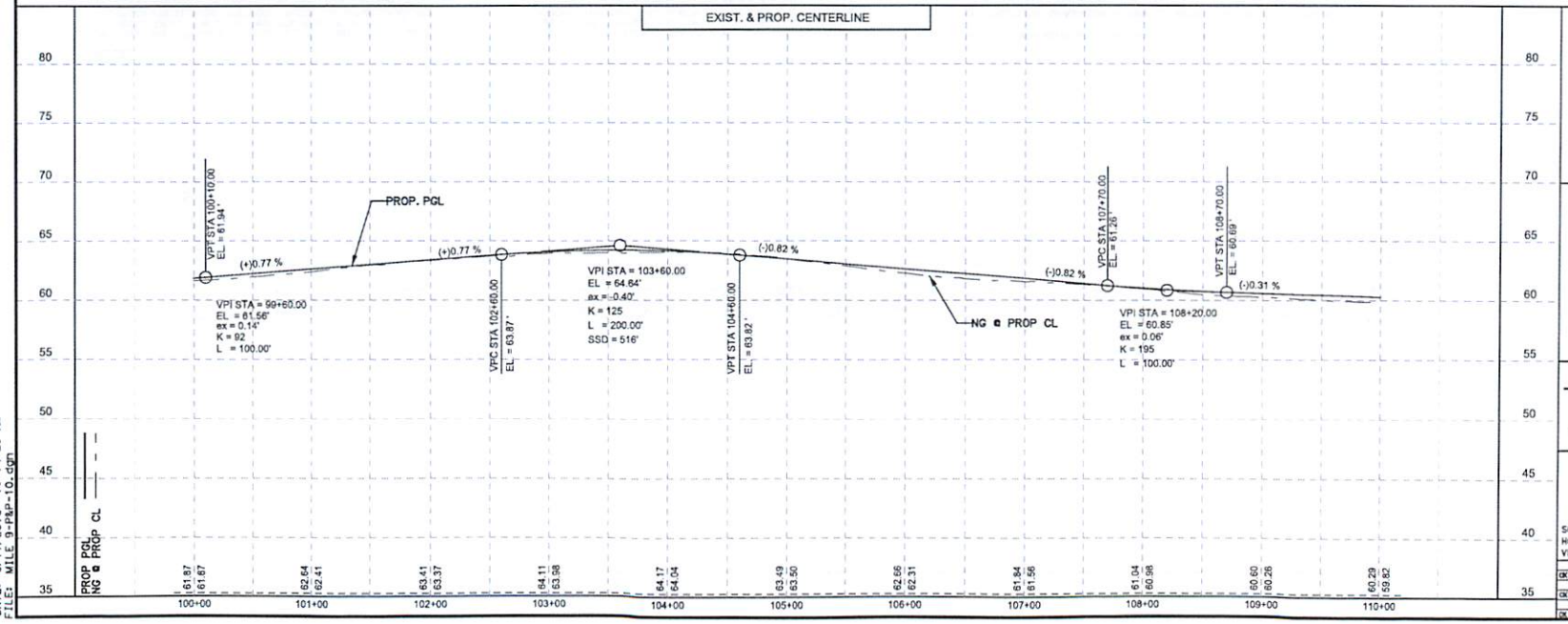
- EXIST STORM LINE
- EXIST OVERHEAD ELECTRIC
- EXIST UNDERGROUND ELECTRIC
- EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX

- DIRECTION OF TRAFFIC FLOW
- PROPOSED SMALL SIGN
- (R) EXISTING SMALL SIGN TO BE REMOVED
- (E) EXISTING SIGN TO REMAIN IN PLACE
- (RL) EXISTING SIGN TO BE RELOCATED

NOTES:

1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES TO ESTABLISH THE EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL UTILITIES DAMAGED BY THE CONTRACTOR.
2. UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING.
4. EXISTING SIGNS SHALL BE INSTALLED USING NEW POST AND FOUNDATION.
5. SEE PAVEMENT MARKINGS STANDARDS FOR STRIPING DETAILS.
6. RE- LOCATE ANY MAILBOXES IN CONFLICT WITH THE PROPOSED ROADWAY. RE -LOCATION OF MAILBOXES IS SUBSIDIARY TO PERTINENT BID ITEMS.
7. CONNECT ALL DRIVEWAYS AND TURNOUTS WITH A SMOOTH TRANSITION FROM PAVEMENT EDGE USING THE SAME MATERIAL THAT DRIVEWAYS IS CONSTRUCTED OF. (SUBSIDIARY TO PERTINENT BID ITEMS)



COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:23 AM
FILE: MILE 9-P&P-10.dgn

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

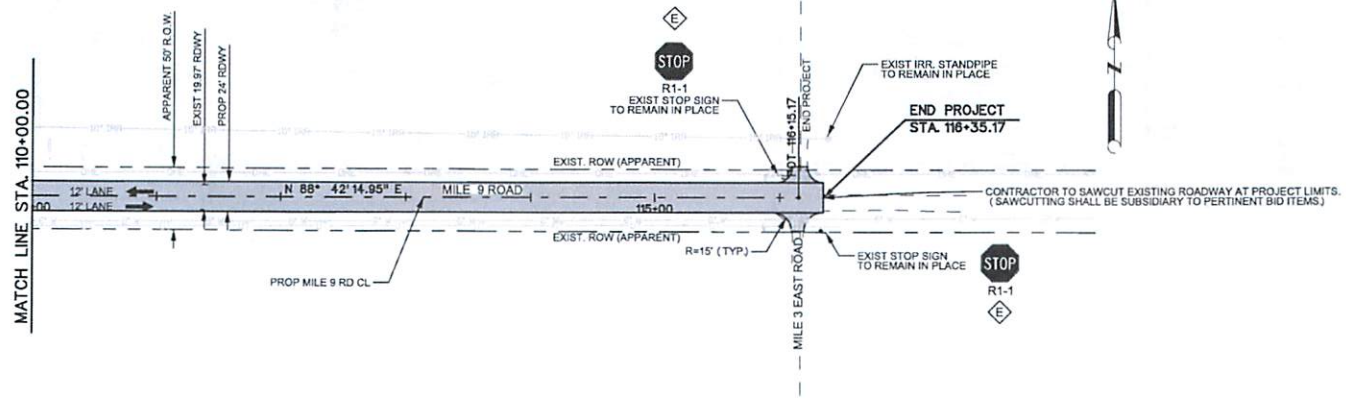
TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TBPE F-1640

MILE 9 ROAD
PLAN AND PROFILE
STA. 100+00.00 TO STA. 110+00.00

SCALE:
HOR: 1"= 100'
VER: 1"= 10'

SHEET 10 OF 11

DW	CONT	SECT	JOB	HIGHWAY
CK DW	2016	2002	2	MILE 9 RD
DW	DIST	COUNTY		SHEET NO.
CK DW	PHR	HIDALGO		15
TR				
CK TR				



LEGEND

- GAS — EXIST GAS LINE
- UT — EXIST UG PHONE LINE
- 8" W — EXIST WATER LINE
- SS — EXIST SANITARY LINE
- SD — EXIST STORM LINE
- OHE — EXIST OVERHEAD ELECTRIC
- U/E — EXIST UNDERGROUND ELECTRIC
- EXIST CHAINLINK FENCE
- PROP ROAD
- EXIST MAILBOX

- DIRECTION OF TRAFFIC FLOW
- PROPOSED SMALL SIGN
- (R) EXISTING SMALL SIGN TO BE REMOVED
- (E) EXISTING SIGN TO REMAIN IN PLACE
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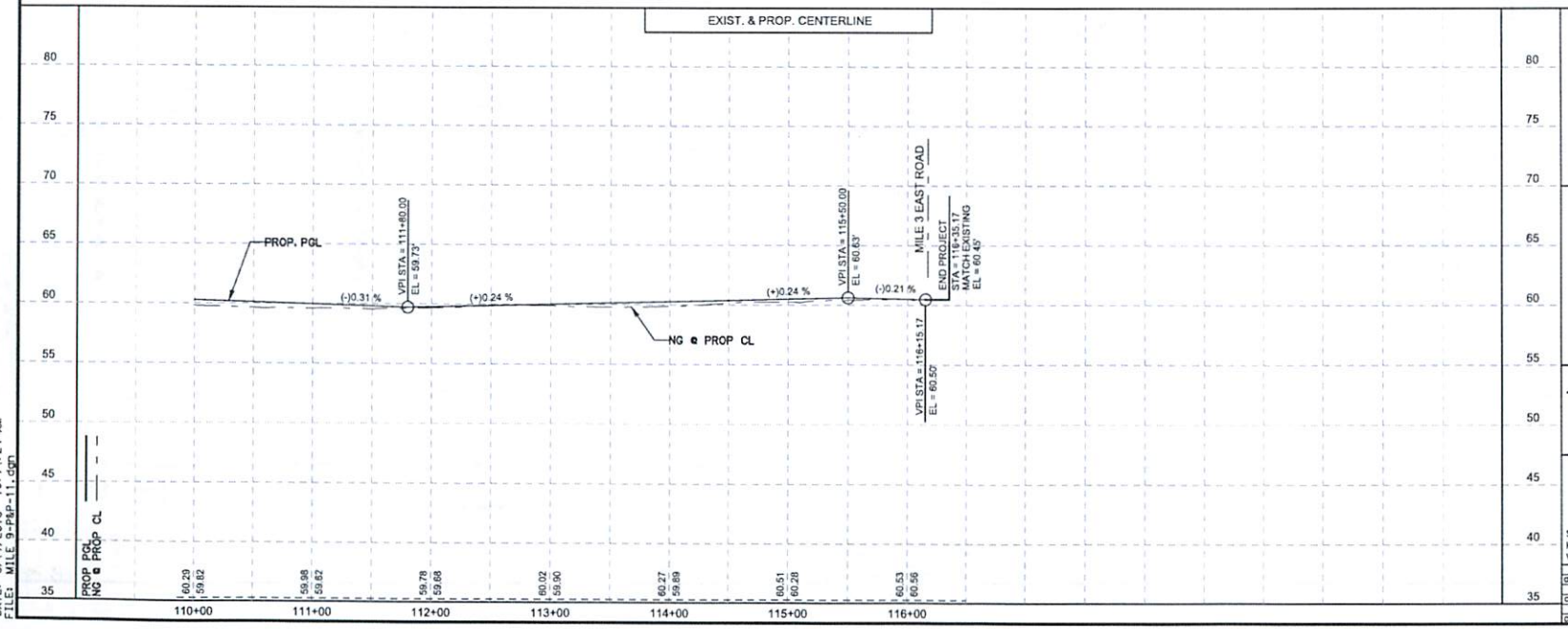

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 8/17/2016

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI TBPE F-1640

MILE 9 ROAD
PLAN AND PROFILE
STA. 110+00.00 TO STA. 116+35.21

SCALE:
HOR: 1"= 100'
VER: 1"= 10'

SHEET 11 OF 11

DW	CONT	SECT	JOB	HIGHWAY
CK DW	2016	2002	2	MILE 9 RD
DW	DIST	COUNTY		SHEET NO.
CK DW	PHR	HIDALGO		16
TR				
CK TR				

COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 9 ROAD LETTING DATE
DATE ACCEPTED

DATE: 8/17/2016 10:14:24 AM
FILE: MILE 9-P&P-11.dgn

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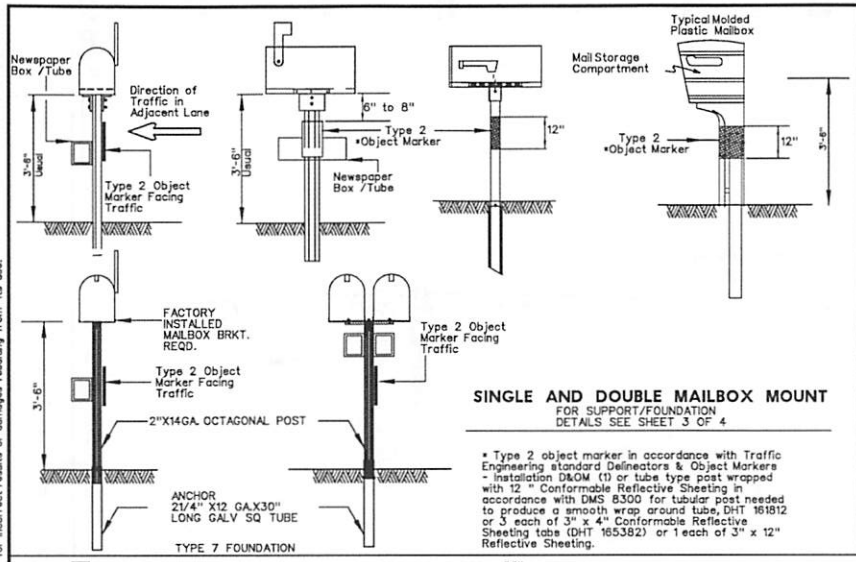


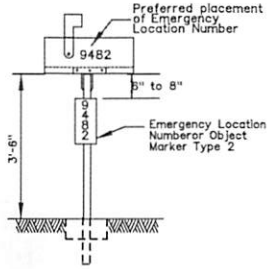
SINGLE AND DOUBLE MAILBOX MOUNT

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4

* Type 2 object marker in accordance with Traffic Engineering standard Delineators & Object Markers - Installation D&OM (1) or tube type post wrapped with 12 " Conformable Reflective Sheeting in accordance with DMS 8300 for tubular post needed to produce a smooth wrap around tube, DHT 161812 or 3 each of 3" x 4" Conformable Reflective Sheeting tabs (DHT 165382) or 1 each of 3" x 12" Reflective Sheeting.

Note: Mailbox installations in sidewalk areas shall be in accordance with the latest TxDOT Pedestrian Facilities Curb ramps standard *PED-XX for pedestrian facilities.

*PED-XX: XX is the standard year for example PED- 12 , PED-13,etc.



PLACEMENT OF EMERGENCY LOCATION NUMBER

Location Number shall be placed on: 1. A yellow, type A plate with class 1 flat surface reflective sheeting in accordance with DMS 8600. The color of numbers shall be black. or 2: A green or blue plate with white numbers attached to post beside the object marker. Other contrasting color configuration, as approved , may be used. (Use Same type plate as used for the type 2 Object Marker. Recommended sign size is 6" by 15")

TYPICAL MAILBOX SIZE				LIGHT WEIGHT MATERIAL	
				SHEET METAL	**PLASTIC
	LENGTH	WIDTH	HEIGHT	MAXIMUM WEIGHT	
SIZE	INCHES			POUNDS	
SMALL	19 1/2	6	7	5	5
MEDIUM	22 1/2	8	11 1/2	7	7
LARGE	23 1/2*	11 1/2*	13 1/2*	10	10

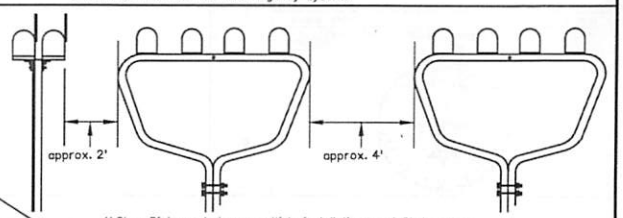
* Maximum allowed dimensions for mailbox
** Excluding Molded Plastic on 4 X 4 Post

LOCKABLE ARCHITECTURAL MAILBOX SIZE (INCHES)						SEE TOP RIGHT CORNER OF SHEET 2 OF 4
VIEW	TOP	BOTTOM	FRONT SIDE	BACK SIDE	WEIGHT	
SIDE	18	15	18.3	15	(POUNDS)	
BACK	11 1/2	11 1/2		15	22.4	

MAILBOX SIZES

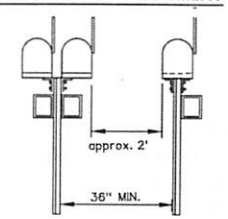
Mailboxes shall be made of light weight sheet metal or light weight plastic.
Lockable architectural mailboxes shall meet the requirements of the above table.

Heavy steel, cast iron or decorative mailboxes shall not be used on the state highway system.



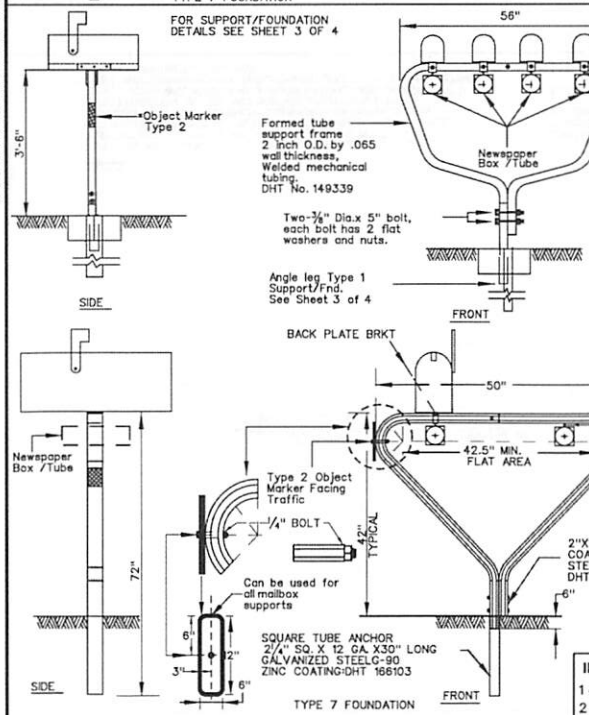
4' Clear Distance between multiple installations and 2' clearance between double or single installations and the multiple installation. DHT #'s 164116 or 149339.

MULTIPLE MAILBOX PLACEMENT



Clear Distance between single or double mounted posts. (Normally when 3 or more mailboxes are in one location, a multiple support is used).

SINGLE & DOUBLE MAILBOX PLACEMENT



DOUBLE AND MULTIPLE MAILBOX MOUNT

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4
FOR DHT NUMBERS SEE SHEET 4 OF 4

NEWSPAPER RECEPTACLE

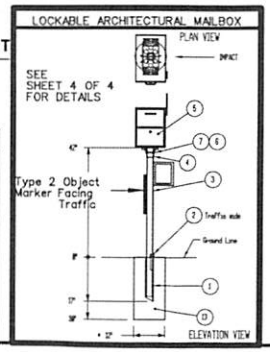
A light weight receptacle for newspaper delivery can be attached to mailbox posts as shown on this page if the receptacle:

- Does not touch the mailbox.
- Does not present a hazard to traffic or delivery of the mail.
- Does not extend beyond the front of the mailbox.
- Does not display advertising, except the publication title.
- Newspaper receptacles on separate supports are prohibited.

MULTIPLE MAILBOX MOUNT

INDEX OF MAILBOX DETAIL SHEETS

1 of 4 MAILBOX MOUNTING AND SPACING
2 of 4 MAILBOX BRACKET CONNECTING DETAILS
3 Of 4 MAILBOX SUPPORT / FOUNDATION
4 of 4 TABLE OF DHT NUMBERS



SHEET 1 OF 4

Texas Department of Transportation

Maintenance Division Standard

MAILBOX MOUNTING AND SPACING

MB-15(1)

FILE: MB15(1).DGN	DN: JEO	CK: JEO	DW:	CK:
©TxDOT APRIL 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS: Added additional newspaper receptacle for double mailbox support	2016	02	140	MILE 9 RD
	DIST	COUNTY		SHEET NO.
	21	HIDALGO		17

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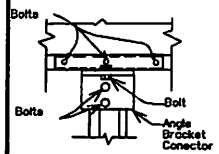
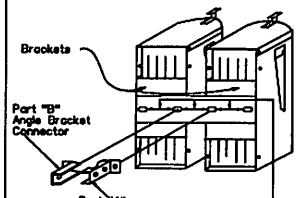


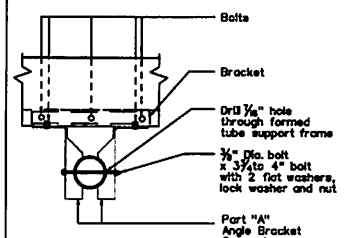
For bolt sizes see details below for "SMALL MAILBOX" and "MEDIUM AND LARGE MAILBOXES"

SINGLE MAILBOX

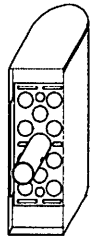


(Not permitted for Large Mailboxes)

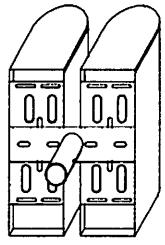
DOUBLE MAILBOX



MULTIPLE MAILBOX



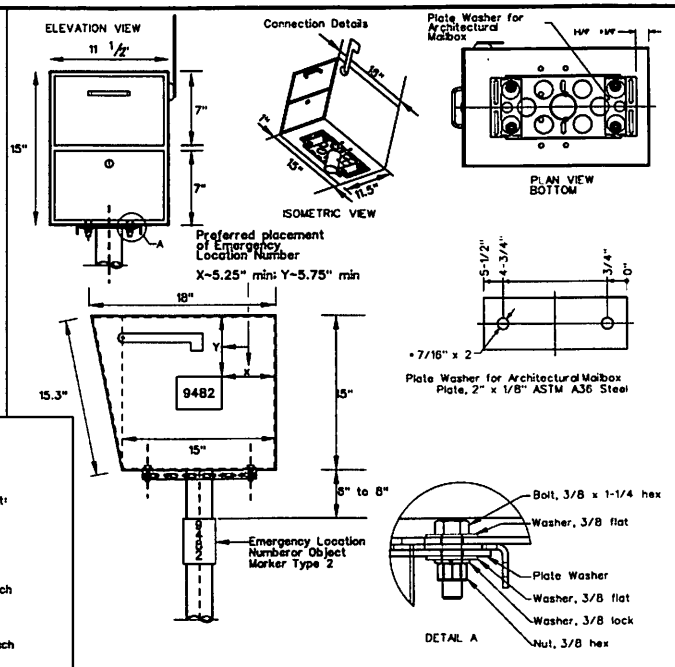
To be used with 2 1/8" OD RR or thinwall Steel posts.



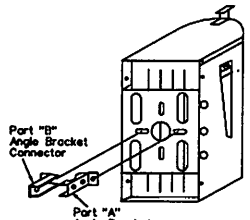
To be used with thinwall Steel posts. Not to be used with RR posts.

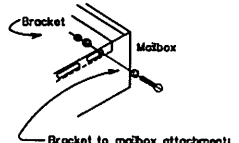
WELDED SINGLE MAILBOXBRACKET

WELDED DOUBLE MAILBOX BRACKET WITHADAPTER PLATE



LOCKABLE ARCHITECTURAL MAILBOX CONNECTION DETAILS



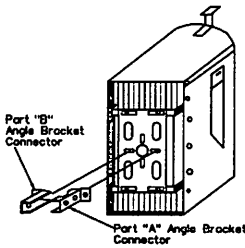


Bracket to mailbox attachment: 6 - 1/4" Dia. x 3/4" bolt w/ 2 flat washers and nut per each bolt.

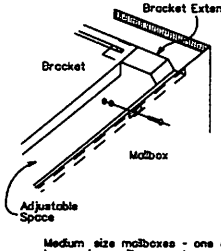
Angle to bracket attachment: 2 - 3/8" Dia. x 3/4" bolt with 2 flat washers, lock washer and nut per each bolt.

Angle to 2 - 3/8" Dia. x 2 1/2" bolt with 2 flat washers, lock washer and nut per each bolt.

SMALL MAILBOX



Use both Parts "A" and "B" Angle Bracket Connectors for Winged Channel Posts



Bracket to mailbox attachment: 6 - 1/4" Dia. x 3/4" bolt w/2 flat washers and nut per each bolt.

Bracket to bracket extension attachment: 2 - 1/4" Dia. x 3/4" carriage bolt w/ flat washer, lock washer and nut per bolt (4 bolts required if 2 bracket extensions are used).

Angle to bracket attachment: 2 - 3/8" Dia. x 3/4" bolt w/2 flat washers, lock washer and nut per each bolt.

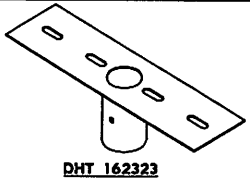
Angle to mailbox support attachment: 2 - 3/8" Dia. x 2 1/2" bolt w/2 flat washers, lock washer, and nut per each bolt.

Medium size mailboxes - one extension bracket
Large size mailboxes - two extension brackets

MEDIUM AND LARGE MAILBOXES

GENERAL NOTES

1. Connecting hardware detailed on this sheet is for the hardware that the Department stocks at the Regional Warehouses. This hardware is available to the contractor only when so stated elsewhere in the plans or specification.
2. Hardware for mounting mailboxes to the support/foundation furnished by industry should be used when shown on the Maintenance Divisions "Approved Products List." Only mailbox hardware that have been crash tested in accordance with NCHRP Report 350, will be on the approved list.
3. Hardware furnished by industry shall be erected in accordance with the manufacturer's recommendation.
4. Bracket and bracket extension shall be constructed of 14 gauge galvanized steel sheet metal.
5. The angles, brackets and adapter plates shall be constructed of 12 gauge galvanized steel sheet metal.
6. Items with evidence of damage to the galvanized coating or wet storage stains (white rust) will not be accepted.

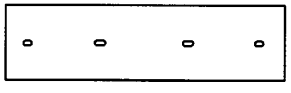


DHT 162323

For use with galvanized thinwall steel posts DHT • 143428 or powder-coated thinwall steel post DHT • 162911.

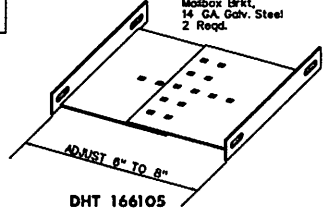
DHT 161443

For use with RCR post DHT • 161442 or galvanized thinwall steel post DHT • 143428 or powder-coated thinwall steel post. DHT • 162911.

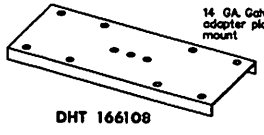


DHT #3789

Used for mounting two Mailboxes on the same post.



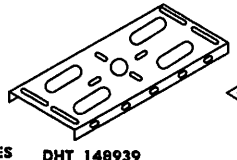
DHT 166105



DHT 166108

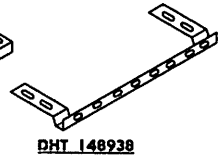
HARDWARE AT TXDOT REGIONAL WAREHOUSES

Brackets and adapter plate shown in this section should be available to the Contractor when stated elsewhere in plans or specifications.



DHT 148939

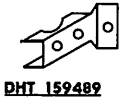
Mailbox Bracket



DHT 148938

Used for extending 8" wide bracket to attach larger mailboxes.

Bracket Extension



DHT 159489

Part "A" Angle Bracket Connector

DHT 159490

Part "B" Angle Bracket Connector

DHT 2917

Angle Bracket For Temporary Mailbox

See Table of Applicable DHT Numbers on sheet 4 of 4 for DHT description and unit of measure.

SHEET 2 OF 4

Texas Department of Transportation — Maintenance Division Standard

MAILBOX BRACKET CONNECTING DETAILS

MB-15(1)

FILE: MBM15D.DGN	DN: JED	CK:	DW: JED	CK:
©TxDOT APRIL 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS ADDED DHT 163730	2016	02	140	MILE 9 RD
	DIST	COUNTY		SHEET NO.
	21	HIDALGO		18

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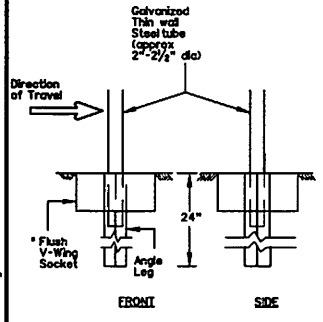
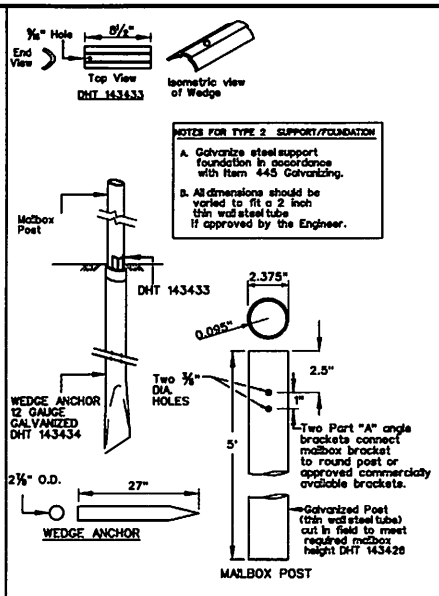


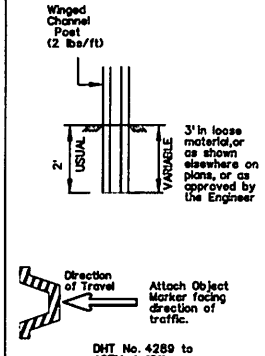
TYPE 1 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ V-LOC ANCHORAGE



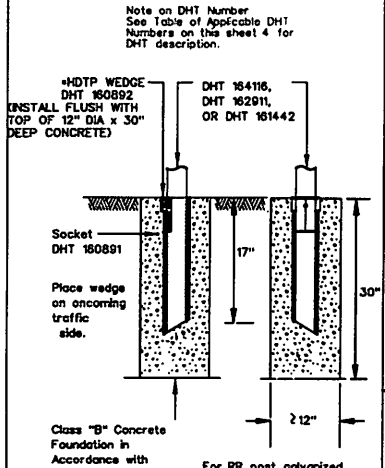
TYPE 2 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ WEDGE ANCHOR SYSTEM



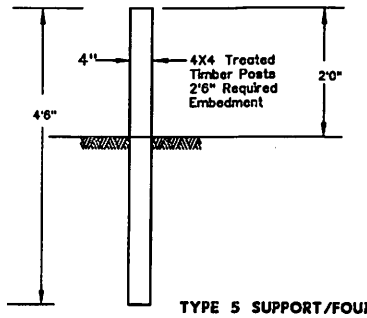
TYPE 3 SUPPORT/FOUNDATION

WINGED CHANNEL POST



TYPE 4 SUPPORT/FOUNDATION

FOR WHITECOATED STEEL POST, MULTIPLE POST, AND RECYCLED RUBBER.

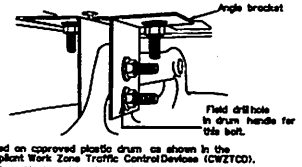


TYPE 5 SUPPORT/FOUNDATION

FOR ONE PIECE MOLDED PLASTIC MAILBOX

ONE PIECE MOLDED PLASTIC MAILBOXES

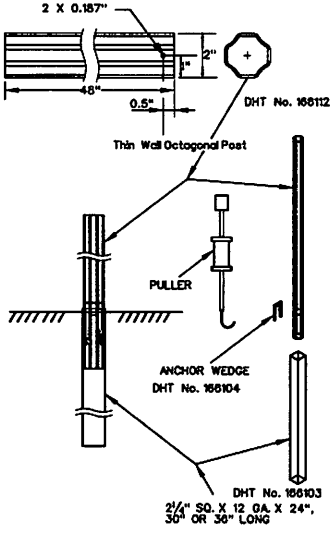
Molded Plastic Mailboxes shall be installed on 4"x4" treated timber posts only. The use of steelpipe or structural tubing in place of timber post is prohibited.



Placed on approved plastic drum as shown in the Compliant Work Zone Traffic Control Devices (CWZTCD).
Existing attachment hardware shall be used unless damaged. Damaged hardware shall be replaced.

TYPE 6 TEMPORARY MAILBOX SUPPORT

CONNECTION DETAIL



TYPE 7 MAILBOX SUPPORT/FOUNDATION

CONNECTION DETAIL

MB-(X) ASSM TY (XXX) (X) (XX) (OPTIONAL)

Type of Mailbox
- S - Single
- D - Double
- M - Multiple
- SP - Single Plastic

Type of Post
- WC - Winged Channel Post
- RR - Recycled Rubber
- TWW - Thin Walled White Tubing
- TWG - Thin Walled Galvanized Tubing
- TIM - Timber

Type of Foundation
- Ty 1 - V-Loc
- Ty 2 - Wedge Anchor Steel System
- Ty 3 - Winged Channel post
- Ty 4 - Wedge Anchor Plastic System
- Ty 5 - 4 X 4 Post
- Ty 7 - Wedge Anchor

Type of Bracket
- AB - Angle Bracket.
- TB - 2.375" Tube Bracket

DOUBLE AND LARGE MAILBOXES MUST BE ON STEEL POST.

*HDTP: High density thermoplastic polyesters

GENERAL NOTES

1. Erect post plumb or vertical.
2. When galvanized part is required galvanize in accordance with Item 445.
3. type 1, 2, 3, 4 or 7 supports or foundation can be used for single or double mailbox installations. The RCR post should be used only for a single installation with a small mailbox. The Type 5 support/foundation is used for the single molded plastic mailbox. The Type 4 support/foundation is used for the 2.375" O.D. RR post, thin wall steel post, and white multiple mailbox post.
4. The Type 1 or type 7 support/foundation can be used for a multiple mailbox mount.
5. The Type 4 support should be used with thin wall steelpipe for the medium, large and double mailbox installations.
6. Use a concrete footing as shown or when directed. Concrete footing will be required when soils do not hold the support/foundations in a stable condition.

SHEET 3 OF 4

Texas Department of Transportation | Maintenance Division Standard

MAILBOX SUPPORT AND FOUNDATION

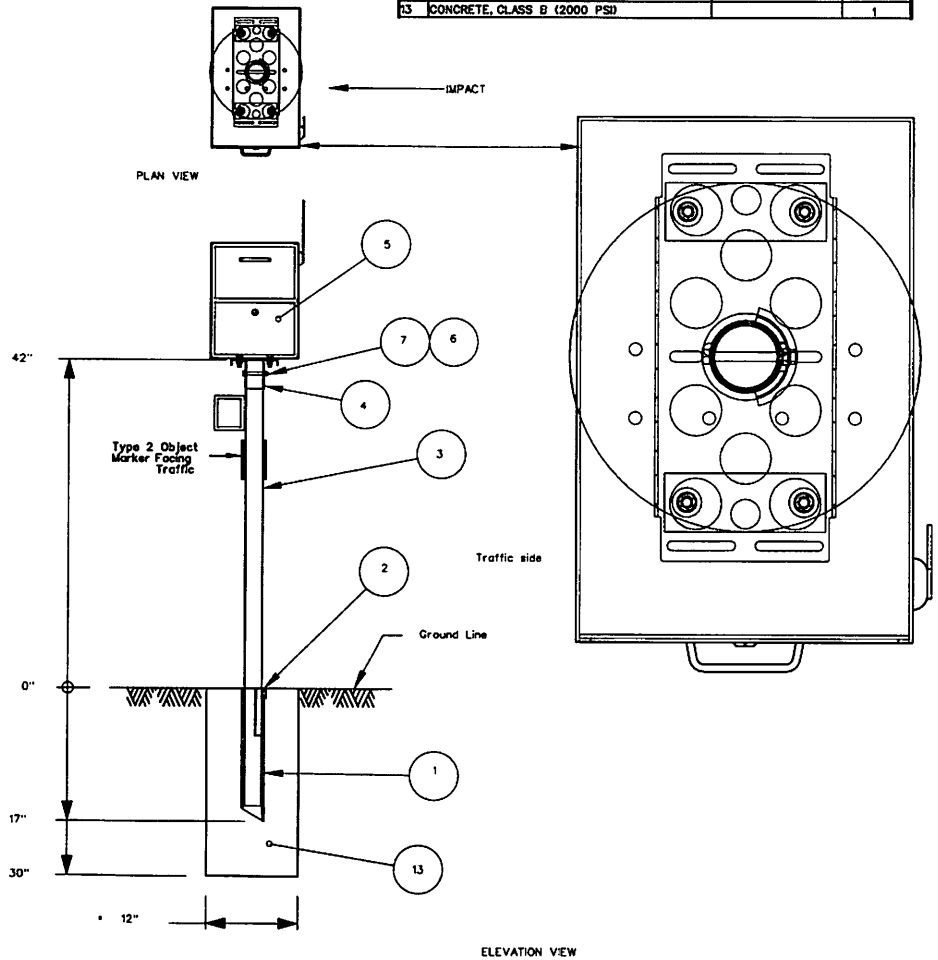
MB-15(1)

FILE: MB15-13.DGN	DN: JCO	CK:	DW: JCO	CK:
©TxDOT APRIL 2013	CONT	SECT	JOB	HIGHWAY
REVISIONS	2016	02	140	MILE 9 RD
	DIST	COUNTY		SHEET NO.
	21	HIDALGO		19

LOCKABLE ARCHITECTURAL MAILBOX

SINGLE-MOUNT INSTALLATION PARTS			
•	PART NAME	PART/DHT •	QTY
1	SOCKET, TYPE 4 FOUNDATION	160891	1
2	WEDGE FOR TYPE 4 FOUNDATION	160892	1
3	THN-WALL WHITE STEEL TUBE 2.375 OD	162911	1
4	BRACKET FOR ATTACHING MAILBOX	161443	1
5	ARCHITECTURAL MAILBOX	SEE NOTE	1
6	NUT, 5/16" HEX	NUT, 5/16" HEX	1
7	BOLT, 5/16 X 3 HEX	GRADE 5	1
8	PLATE WASHER FOR ARCHITECTURAL MAILBOX	SEE SEE SHEET 2	2
9	WASHER, 3/8 FLAT		8
10	WASHER, 3/8 LOCK		4
11	NUT, 3/8 HEX		4
12	BOLT, 3/8 X 1-1/4 HEX	GRADE 5	4
13	CONCRETE, CLASS B (2000 PSI)		1

LOCKABLE ARCHITECTURAL MAILBOX DETAILS



ELEVATION VIEW

TABLE OF APPLICABLE DHT NUMBERS	
DHT NUMBER	DESCRIPTION
	FOUNDATIONS
146825	WEDGE FOR V-WING SOCKET FOR TYPE 1 FOUNDATION
149340	V-WING SOCKET FOR TYPE 1 FOUNDATION
143433	WEDGE FOR TYPE 2 FOUNDATION
143434	ANCHOR FOR TYPE 2 FOUNDATION
166103	ANCHOR FOR TYPE 7 FOUNDATION
160891	SOCKET FOR TYPE 4 FOUNDATION
160892	WEDGE FOR TYPE 4 FOUNDATION
166104	WEDGE FOR TYPE 7 FOUNDATION
	POSTS
4289	WINGED CHANNEL MAILBOX POST
148339	MULTIPLE MAILBOX POST (GALVANIZED TUBING)
164116	MULTIPLE MAILBOX POST (WHITE COATED)
166114	MULTIPLE MAILBOX POST (WHITE COATED OCTAGONAL)
168153	MULTIPLE MAILBOX POST (GALVANIZED OCTAGONAL)
161442	RECYCLED RUBBER POST. FOR SMALL MAILBOX ONLY
143428	THN-WALL GALVANIZED STEEL TUBE 2.375" OUTER DIAMETER
162911	THNWALL WHITE STEEL TUBE 2.375" OUTER DIAMETER
166152	SINGLE OR DOUBLE THN-WALL MAILBOX POST GALVANIZED 2" OCTAGONAL
166112	SINGLE OR DOUBLE THN-WALL MAILBOX POST WHITECOATED 2" OCTAGONAL
	REFLECTIVE SHEETING
161812	REFLECTIVE SHEETING FOR EMERGENCY LOCATION NUMBER PANEL
	CONNECTING HARDWARE
2917	ANGLE BRACKET USED FOR TEMPORARY MAILBOX SUPPORT
166105	BRACKET FOR SINGLE MOUNTING OF MAILBOXES (MOUNTING KIT)
3789	PLATE FOR DOUBLE MOUNTING OF MAILBOXES
166108	BRACKET FOR DOUBLE MOUNTING OF MAILBOXES (MOUNTING KIT)
166111	BRACKET FOR MULTIPLE MOUNTING OF MAILBOXES (MOUNTING KIT)
148939	BRACKET FOR ATTACHING SMALL OR MEDIUM SIZE MAIL BOX
148938	EXTENDER TO BRACKET FOR ATTACHING LARGE MAILBOX
159489	ANGLE BRACKET PART A
159490	ANGLE BRACKET PART B
162323	BRACKET FOR DOUBLE MOUNTING OF MAILBOXES ON THNWALL STEEL POST, GALVANIZED OR POWDERCOATED.
161443	BRACKET FOR ATTACHING MAILBOX TO RECYCLED RUBBER POST AND TO MULTIPLE WHITE MAILBOX POST
156358	CASTING (NEWSPAPER RECEPTACLE BRACKET)
163731	J-BOLT (NEWSPAPER RECEPTACLE BRACKET)
160698	BOLT:HEX HEAD, GALV:3/8"DIA X 3/4"L HD, W/2-FLAT WASHERS
163750	BOLT:HEX HEAD, GALV:3/8" X 1-1/2, 16 NC, W/WASHERS
160701	BOLT:HEX HEAD, GALV:3/8"DIA X 2-1/2"L. HD, W/2-FLAT WASHERS
163730	BOLT:HEX HEAD, GALV:3/8" X 3-1/2", NC, W/NUT, 2 FLAT WASHERS
160699	BOLT:HEX HEAD, GALV:3/8"DIA X 3-3/4"L HD, W/2-FLAT WASHERS
160700	BOLT:HEX HEAD, GALV:3/8"DIA X 4"L HD, W/2-FLAT WASHERS

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Texas Department of Transportation — Maintenance Division Standard

DHT NUMBERS TABLE

MB-15(1)

FILE: mb15-1.dgn	DN:	CK:	DW:	CK:
©TxDOT APRIL 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS	2018	02	140	MILE 9 RD
	DIST	COUNTY		SHEET NO.
	21	HIDALGO		20

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DATE: 8/17/2016 10:14:27 AM
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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

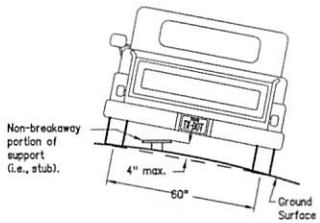
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-1) to (SLIP-3))

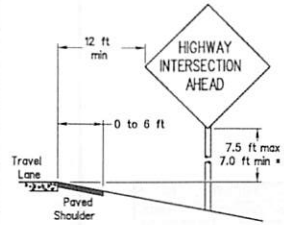
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

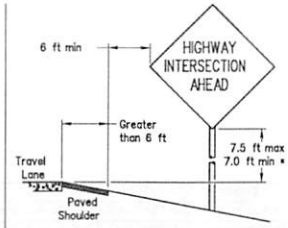
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

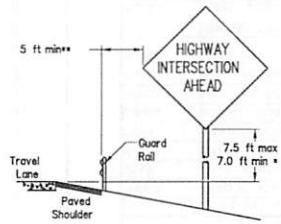
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



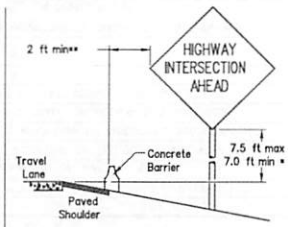
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

BEHIND BARRIER



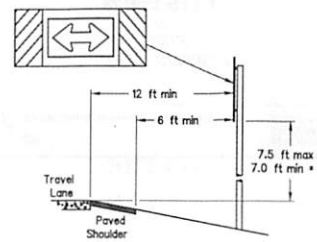
BEHIND GUARDRAIL



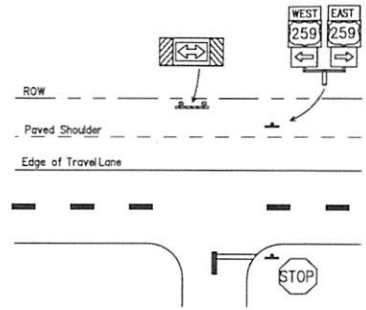
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

T-INTERSECTION



When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

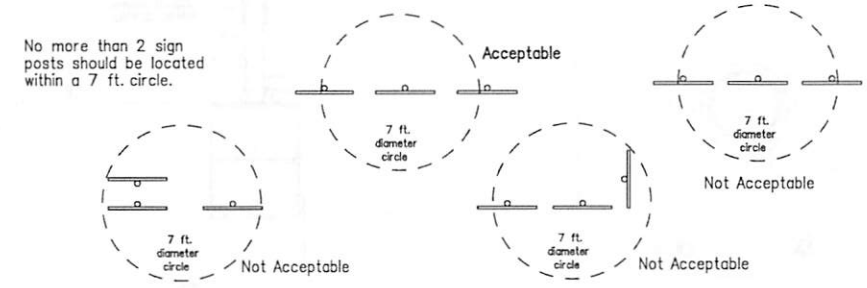
(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

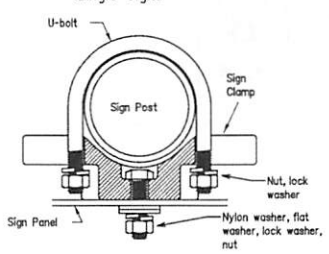
See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:
http://www.txdot.gov/publications/traffic.htm



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

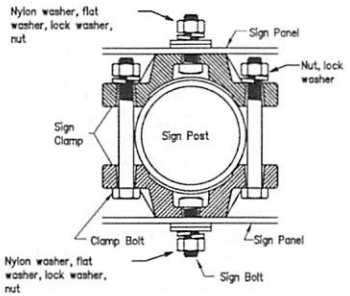


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

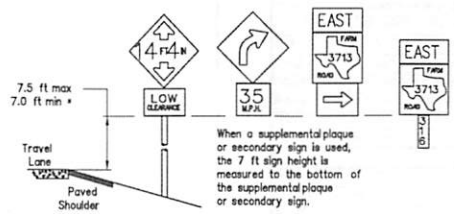
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



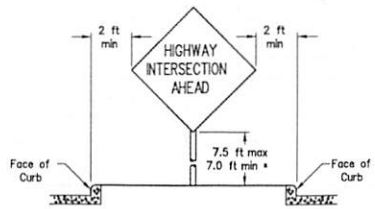
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)

Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

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REVISIONS	DW: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08	CONT	SECT	JOB	HIGHWAY
	2016	2002	2	MILE 9 RD
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		21

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DATE: 8/17/2015 10:14:28 AM
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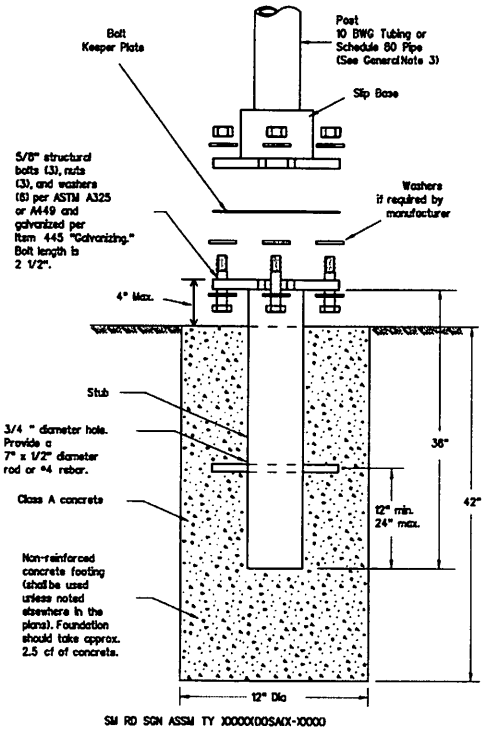
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXX(XX)SA(X)-XXXX

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer list.htm_ The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   - 10 BWG Tubing (2.875" outside diameter)
     - 0.134" nominal wall thickness
     - Seamless or electric-resistance welded steel tubing or pipe
     - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1006
     - Other steels may be used if they meet the following:
       - 55,000 PSI minimum yield strength
       - 70,000 PSI minimum tensile strength
       - 20% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
     - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
     - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
   - Schedule 80 Pipe (2.875" outside diameter)
     - 0.276" nominal wall thickness
     - Steel tubing per ASTM A500 Gr C
     - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
       - 46,000 PSI minimum yield strength
       - 62,000 PSI minimum tensile strength
       - 21% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
     - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
     - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is:
   http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

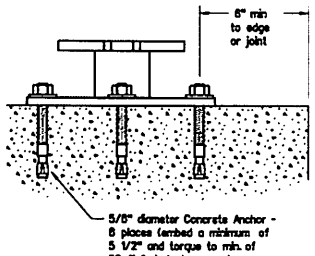
Foundation

1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support

1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the traveiway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the traveiway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXX(XX)SB(X)-XXXX

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type II epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

© TxDOT July 2002	DIST	COUNTY	SHEET NO.
REVISIONS 9-08	PHR	HIDALGO	22

CONT	SECT	JOB	HIGHWAY
2016	2002	2	MILE 9 RD

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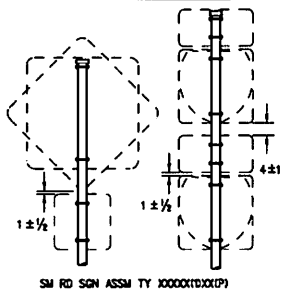

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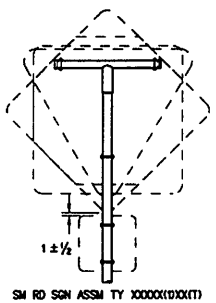

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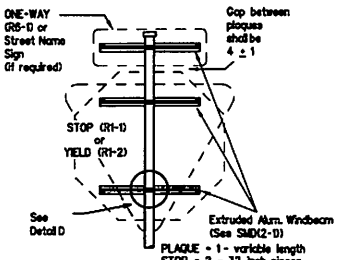

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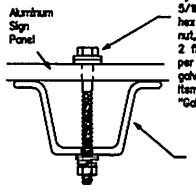
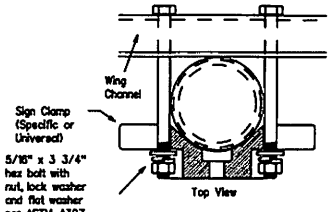


Detail A



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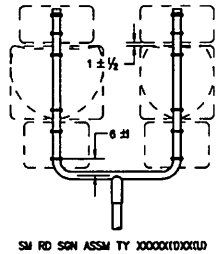

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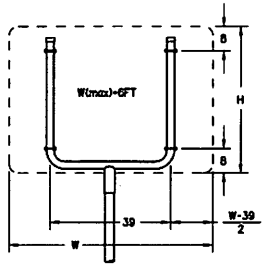

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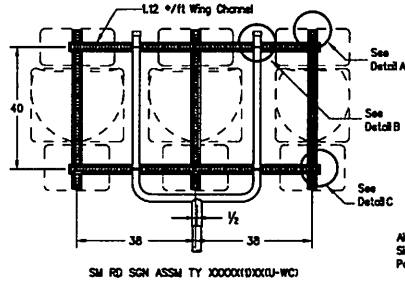
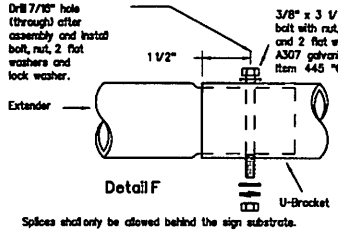
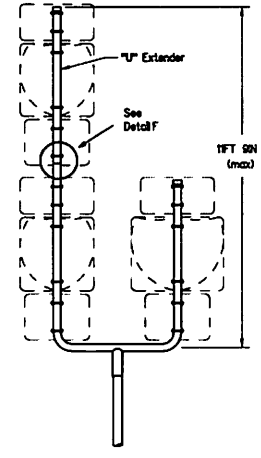


SM RD SGN ASSM TY XOOOOX(1)XX(U-WC)
(See Note 10)



Detail F

Splices shall only be allowed behind the sign substrate.



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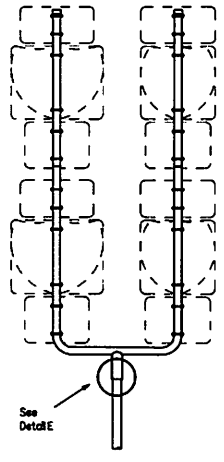

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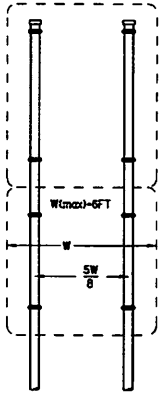

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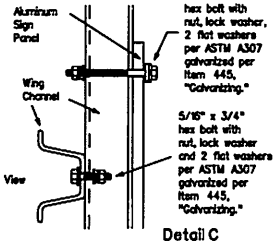
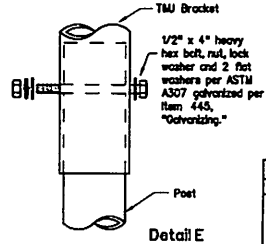


Detail C

SIDE VIEW



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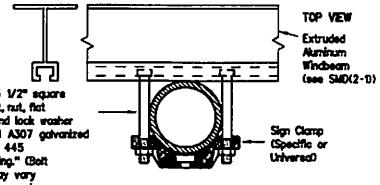

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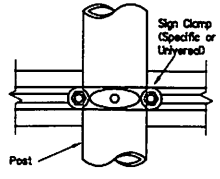
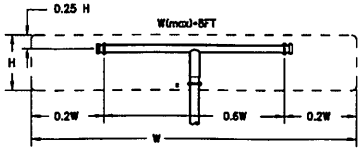
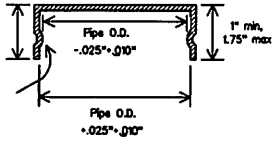




SM RD SGN ASSM TY XOOOX(1)XX(T)
(+ - See Note 12)

All dimensions are in english unless detailed otherwise.

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
2. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
3. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
4. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
5. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
6. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
7. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
8. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
9. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
10. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
11. Post caps shall be fitted with Friction Caps.
12. Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM
SMD(SLIP-2)-08

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DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
CONT	SECT	JOB	HIGHWAY
2016	2002	2	MILE 9 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		23

9-08 REVISIONS

26C

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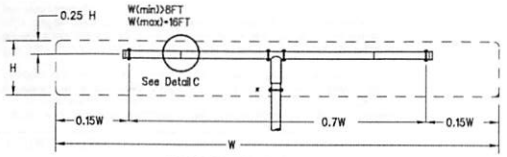
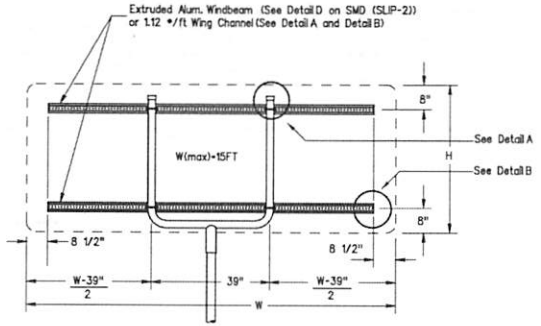
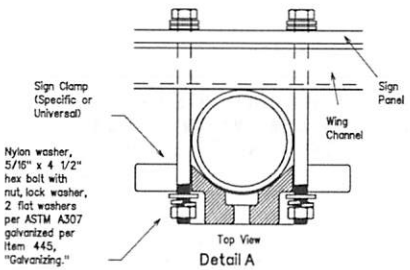


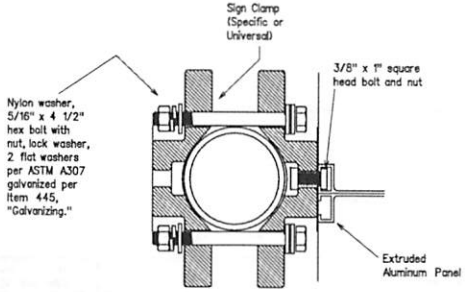
SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)
(* - See Note 12)



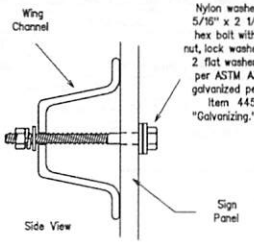
SM RD SGN ASSM TY XXXXX(1)XX(U-XX)



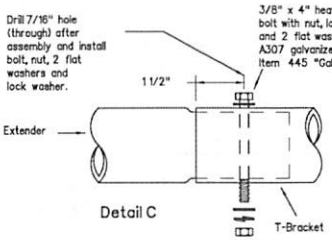
Detail A



Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET

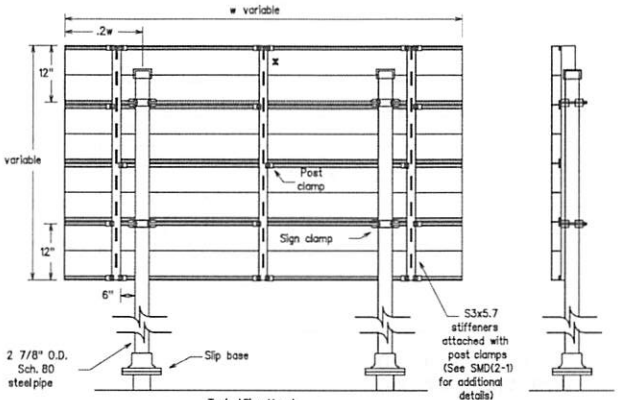


Detail B



Detail C

Splices shall only be allowed behind the sign substrate.

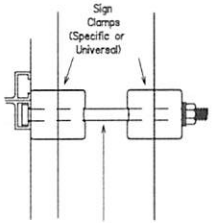


Typical Sign Mount

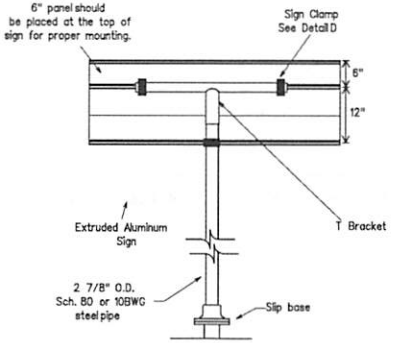
SM RD SGN ASSM TY S80(2)XX(P-EXAL)

x Additional stiffener placed at approximate center of signs when sign width is greater than 10'.

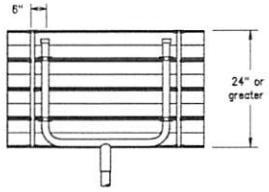
See Detail E
for clamp installation



Detail E



Extruded Aluminum Sign
With T Bracket



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
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7. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
8. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
9. Sign blanks shall be the sizes and shapes shown on the plans.
10. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
11. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
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	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

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REVISIONS	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
9-08	CONT	SECT	JOB	HIGHWAY
	2016	2002	2	MILE 9 RD
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		24

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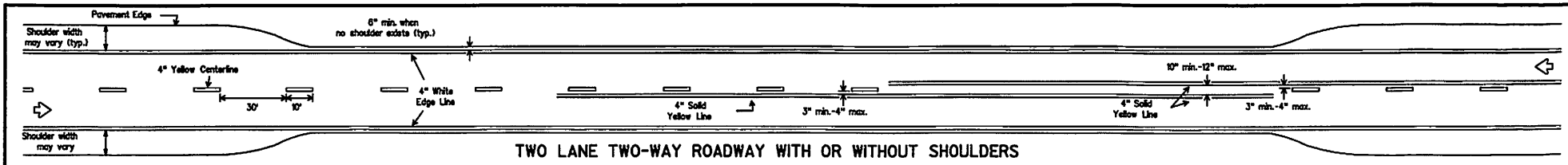
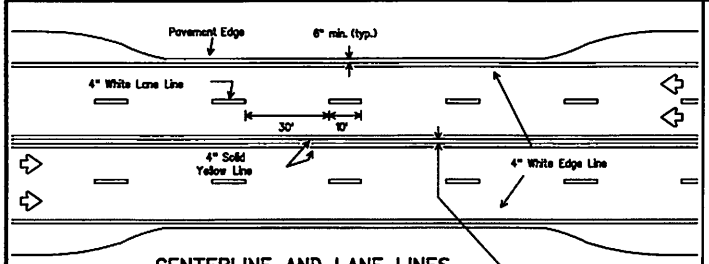
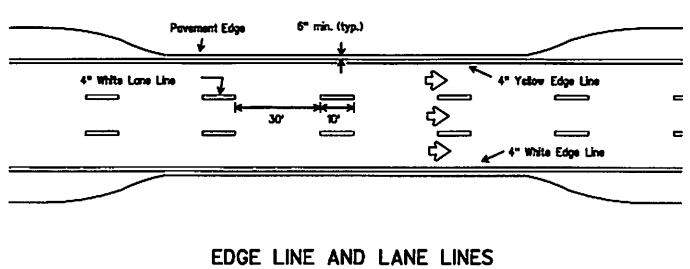


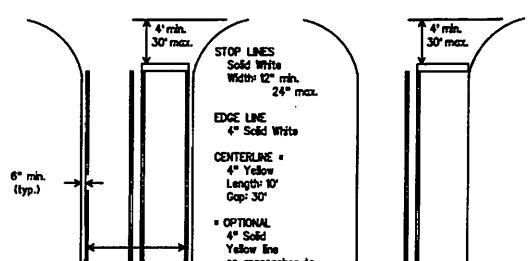
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

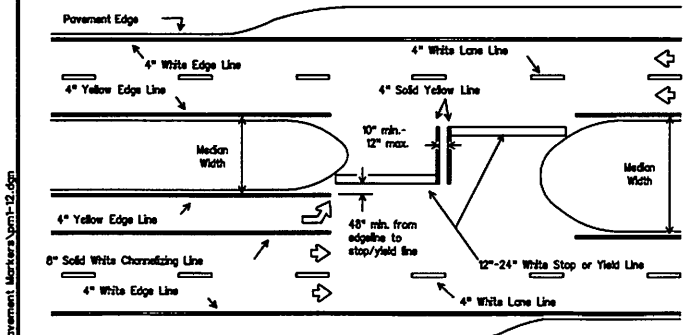


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



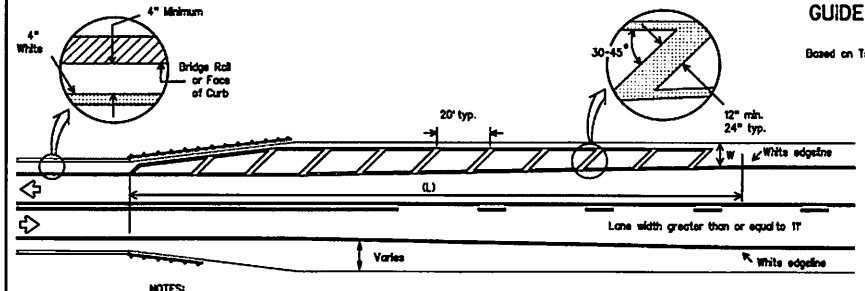
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L = WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 feet increment.

L = Length of Crosshatching (FT.) W = Width of Offset (FT.) S = Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

L = 8 x 70 = 560 ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

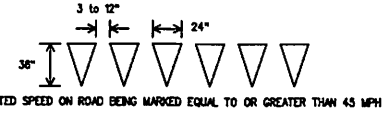
$L = \frac{4(40)^2}{60} = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



FOR POSTED SPEED ON ROAD BEING MARKED EQUAL TO OR GREATER THAN 45 MPH

FOR POSTED SPEED ON ROAD BEING MARKED EQUAL TO OR LESS THAN 40 MPH

YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

©TxDOT November 1978

REVISIONS		DIV TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
8-95 2-12		CONT	SECT	JOB	HIGHWAY
5-00		2016	2002	2	MILE 9 RD
8-00		DIST	COUNTY		SHEET NO.
3-03		PHR	HIDALGO		25

22A

PURCHASING DEPARTMENT
County Of Hidalgo

September 13, 2016

Bearkat Construction, LLC
3317 W Alberta Rd.
Edinburg, Texas 78539

RE: BID NO.: 2016-290-08-31-YZV
CONTRACT №: C-16-290-09-06
Notice of Bid Award for: Hidalgo County Precinct No. 1 – Paving & Drainage Improvements – Mile 9 Road

Dear Mr. Cancino ,

Congratulations! This is to notify you that pursuant to action taken at the Commissioners' Court meeting held on September 06, 2016, the Base Bid for the above-mentioned project, was awarded to your company in the total amount of $648,048.00. The award was made subject to your company complying with HB-1295 described in the attached letter.

Our next step will be to complete a contract to present to Commissioners' Court for approval. For this purpose, five original copies of the contract will have to be distributed; therefore, we are requesting you to provide Payment and Performance Bonds in five original sealed duplicates dated for **September 06, 2016,** and your Acord certificate of insurance with required coverages.

We need to proceed with this project as soon as possible; therefore, we are requesting for you to contact Mr. Mark Corbitt at the office of the project engineer TEDSI Infrastructure Group, at 956-424-7898 at your earliest convenient time for additional forms and information required.

We sincerely appreciate your time and interest in submitting bids and we extend an invitation to you on future bids. If you have any questions please call me @ 318-2626 or to my e-mail address yolanda.velasquez@co.hidalgo.tx.us. Thank you.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 13, 2016

Bearkat Construction, LLC
3317 W. Alberta Rd.
Edinburg, Texas 78539

RE: BID NO.: 2016-290-08-31-YZV
Bid Award for: Hidalgo County Precinct No. 1 Paving & Drainage Improvements – Mile 9 Road

Dear Mr. Cancino:

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §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. In accordance with these requirements for the type of contract being considered, a 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 order for County staff to process the above referenced bid, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the Bid No.: **C-16-290-09-06**. 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 by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court on, September 27, 2016, the signed notarized Form 1295 must be received in our office completed via email to: yolanda.velasquez@co.hidalgo.tx.us on or before Friday, September 16, 2016. 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.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

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:
2016-112650

Date Filed:
09/15/2016

Date Acknowledged:

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

Bearkat Construction, LLC
Edinburg, TX United States

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

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-290-09-06
For the construction of proposed improvements associated with Mile 9 North project.

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.

NORMA L. SANCHEZ
Notary Public
STATE OF TEXAS
Notary ID# 292890-6
My Comm. Exp. 10-14-2017

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Oscar Cancino, this the 15th day of September, 20 16, to certify which, witness my hand and seal of office.

Norma L. Sanchez — Norma L. Sanchez — Notary

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 610705753

ENTITY IOC COMPANY, LLC Status:Active

DUNS: 610705753 +4: CAGE Code: 5L3P7 DoDAAC:

Expiration Date: Sep 16, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 9312 E CURVE RD
City: EDINBURG State/Province: TEXAS
ZIP Code: 78542 Country: UNITED STATES

AI-56552 **Purchasing Department** **21. C. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to purchase One New Brush Chipper thru the County's Membership/Participating Buyboard contract # 424-13 awarded vendor with Vermeer Equipment of Texas- Louisiana, Inc. 2016-360-MEG

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-122-112-0-751

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

BUDGETARY IMPACT:

Attachments

Vendors backup

Sams.gov

HB FORM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 08:03 AM
Glinda Pacheco	Glinda Pacheco	09/23/2016 02:37 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Elena Gomez		Started On: 09/22/2016 05:00 PM
Final Approval Date: 09/23/2016		

Vermeer
Texas-Louisiana

Quote Valid for 30 Days

September 22, 2016

HIDALGO COUNTY PCT 2
ATTN: Ruben Gonzalez

We are pleased to quote the following equipment for your consideration:

(1) New Vermeer BC1000XL Brush Chipper

BC1000XL421BC1000XL – (Includes the following)
74HP DEUTZ TIER 4 FINAL 12" capacity drum style brush chipper 74 HP Deutz TD2.9L diesel engine
Isolated engine and cutter housing
12" x 17" feed opening
High coolant temperature and low oil pressure automatic shutdown 38,548• +
LED trailer lighting 1,641• +
Live hydraulics 59• +
Horizontal feed roller 643• +
SmartFeed; ECO Idle 423• +
25 Gallon fuel tank 158• +
Lockable steel engine shields 310• +
Jack and infeed table with lower feed stop bar 41,782• *

BC1000XL027- 5200LBS (DOM) Axle, 16" TIRES, TONGUE, HITCH Includes 5200 lbs. Torflex axle with electric brakes; telescoping tongue; pintle hitch; break-away switch and 6-bolt ST235/80R16 LRE

BC1000XL019- BASIC DISCHARGE DEFLECTOR

BC1000XL086- BASIC SOUND REDUCTION single-layer infeed curtain and standard discharge chute

BC1000XL428- BC1000XL 2.9L T4F DEUTZ INSTRUMENTATION PANEL includes multifunction electronic display and fuel gauge

Vermeer
Texas-Louisiana

BC1000XL112- INSTRUMENT PANEL COVER (lockable)

BC1000XL992- BELT AND KNIFE SERVICE KIT

List Price $41,782.00
Minus 14% Discount Per BuyBoard 424-13..... 5,849.48
Buy Board Price.....$35,932.52
Freight & Make Ready..... 1,960.00
BC1000XLCP3- Confidence Plus (3)Three Year Warranty..... 2,779.00 *
Total Price.....$40,671.52
*** Confidence Plus Includes 4 Planned Maintenance Intervals at no charge***

Respectfully submitted,

Walter Mika
Sales Representative
Vermeer Equipment of Texas

41,782. x
14. %
5,849.48 *

5,849.48 -
35,932.52 *

35,932.52 +
1,960. +
2,779. +
40,671.52 *

Vermeer Corporation - Pella, IA

BC1000XL Brush Chipper

USD

Sales Code	*Description*	*USD List Price*
Basic Unit		
REQUIRED ITEMS/FEATURES		
	Engine Features (Choose One)	
BC1000XL420	BC1000XL 3.0L GM GAS 12" capacity drum style brush chipper includes 89 HP, GM 3.0L gas engine; isolated engine and cutter housing; 12" x 17" feed opening; high coolant temperature and low oil pressure automatic shutdown; LED trailer lighting; live hydraulics; horizontal feed roller; SmartFeed; ECO Idle; 20 gallon fuel tank; lockable engine shield; jack; infeed table with lower feed stop bar.	$ 32,439.00
BC1000XL421	BC1000XL 74HP DEUTZ TIER 4 FINAL 12" capacity drum style brush chipper includes 74 HP Deutz TD2.9L diesel engine; isolated engine and cutter housing; 12" x 17" feed opening; high coolant temperature and low oil pressure automatic shutdown; LED trailer lighting; live hydraulics; horizontal feed roller; SmartFeed; ECO Idle; 25 Gallon fuel tank; lockable steel engine shields; jack and infeed table with lower feed stop bar.	$ 38,548.00
BC1000XL426	BC1000XL 49HP DEUTZ TIER 4 FINAL 12" capacity drum style brush chipper includes 49 HP Deutz D2.9L diesel engine; isolated engine and cutter housing; 12" x 17" feed opening; high coolant temperature and low oil pressure automatic shutdown; LED trailer lighting; live hydraulics; horizontal feed roller; SmartFeed; ECO Idle; 25 Gallon fuel tank; lockable steel engine shields; jack and infeed table with lower feed stop bar.	$ 36,043.00
BC1000XL430 is only available by special order.		
BC1000XL430	BC1000XL 3.0L GM GAS/PROPANE - DUAL FUEL - 12 inch capacity drum style brush chipper includes 89 HP GM 3.0L gas/propane engine; isolated engine and cutter housing; 12 inch x 17 inch feed opening; high coolant temperature and low oil pressure automatic shutdown; LED trailer lighting; live hydraulics; horizontal feed roller; SmartFeed; ECO Idle; 20 gallon gas fuel tank; two 33 pound propane tanks; lockable engine shield; jack; infeed table with lower feed stop bar.	$ 34,903.00
	Axle Feature (Choose One)	
BC1000XL027	5200LBS (DOM) AXLE, 16" TIRES, TONGUE, HITCH includes 5200 lbs Torflex axle with electric brakes; telescoping tongue; pintle hitch; break-away switch and 6-bolt ST235/80R16 LRE (For -420, -421, -426, -430, -410 or -412)	$ 1,641.00
BC1000XL028	7000LBS (DOM) AXLE, 16" TIRES, TONGUE, HITCH includes 7000 lbs Torflex axle with electric brakes; telescoping tongue; pintle hitch; break-away switch; 8-bolt ST235/80R16 LRE (For -420, -421, -426, -430, -410 or -412)	$ 2,102.00
BC1000XL029	5200LBS (DOM) HYD. BRAKE AXLE, TIRES, TONGUE, HITCH includes 5200 lbs Toflex axle with hydraulic brakes; fixed tongue; pintle hitch; 6-bolt ST235/80R16 LRE tires (For -420, -421, -426, -430, -410 or -412)	$ 3,006.00
	Discharge Deflector Feature (Choose One), (-420, 421, -426 or -430 only)	
BC1000XL019	BASIC DISCHARGE DEFLECTOR	$ 59.00
BC1000XL020	DELUXE DISCHARGE DEFLECTOR quick ground adjustment	$ 417.00
	Sound Reduction Feature (Choose One), (-420, -421, -426 or -430 only)	
BC1000XL086	BASIC SOUND REDUCTION single-layer infeed curtain and standard discharge chute	$ 643.00
BC1000XL087	DELUXE SOUND REDUCTION triple-layer infeed curtain and coating on discharge chute	$ 960.00

Sales Code	*Description*	*USD List Price*
	Instrumentation Feature (Choose One)	
BC1000XL074	BC1000XL 3.0L GM GAS INSTRUMENTATION PANEL includes multifunction electronic display and fuel gauge (for-420)	$ 423.00
BC1000XL428	BC1000XL 2.9L T4F DEUTZ INSTRUMENTATION PANEL includes multifunction electronic display and fuel gauge (for-421 and -426)	$ 423.00
BC1000XL429	BC1000XL 3.0L GM GAS/PROPANE INSTRUMENTATION PANEL includes: muntifunction electronic display and fuel gauge (for -430 only)	$ 423.00
NON-REQUIRED ITEMS/FEATURES		
BC1000XL112	INSTRUMENT PANEL COVER (lockable)	$ 158.00
BC1000XL992	BELT AND KNIFE SERVICE KIT	$ 310.00
BC1000XL993	FLAG MOUNTS	$ 179.00
BC1000XL994	CONE STORAGE MOUNT	$ 211.00
BC1000XL999	SPECIAL PAINT	On Application
PARTS CENTER ITEMS (Listed for reference only. Orders must be placed through Parts Center.)		$ 2,875.00
IK013054	TREE COMMANDER KIT	

All Confidence Plus 2 & 3 year packages include 4 planned maintenance intervals at no charge.

BC1000XLCP2	CONFIDENCE PLUS 2 YRS (BC1000XL)-PREMIUM COV W/MNT	$ 2,090.00
BC1000XLCP3	CONFIDENCE PLUS 3 YRS (BC1000XL)-PREMIUM COV W/MNT	$ 2,779.00
BC1000XLPM	PLANNED MAINTENANCE PACKAGE 4-INTERVALS (BC1000XL)	$ 1,045.00
BC1000XLPL2	CONFIDENCE PLUS 2 YRS (BC1000XL)-BASE COV NO MAINT	$ 1,545.00
BC1000XLPL3	CONFIDENCE PLUS 3 YRS (BC1000XL)-BASE COV NO MAINT	$ 2,054.00

Language Package / Decal Options

REQUIRED FOR ALL COUNTRIES OUTSIDE OF U.S. EXCLUDING AUSTRALIA, NEW ZEALAND & CANADA (except Quebec):

BC1000XLNOTXT	~BC1000XL NO TEXT DECALS	N/C

LANGUAGE MANUAL KIT OPTIONS:

(Includes operator's manual, maintenance manual, cabled operator's manual and video if applicable)

BC1000XLCS6	BC1000XL CZECH MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLDN6	BC1000XL DANISH MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLDT6	BC1000XL DUTCH MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLFR6	BC1000XL FRENCH MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLGK6	BC1000XL GREEK MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLGR6	BC1000XL GERMAN MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLIT6	BC1000XL ITALIAN MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLLV6	BC1000XL LATVIAN MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLNO6	BC1000XL NORWEGIAN MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLPB6	BC1000XL BRAZ. PORT. MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLPL6	BC1000XL POLISH MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLPT6	BC1000XL PORTUGUESE MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLSP6	BC1000XL SPANISH MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLTR6	BC1000XL TURKISH MANUALS-REV 6TH ED-S/N 15079-	$ 115.00
BC1000XLZH6	BC1000XL CHINESE MANUALS-REV 6TH ED-S/N 15079-	$ 115.00

Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Vermeer Equipment of Texas-Louisiana, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

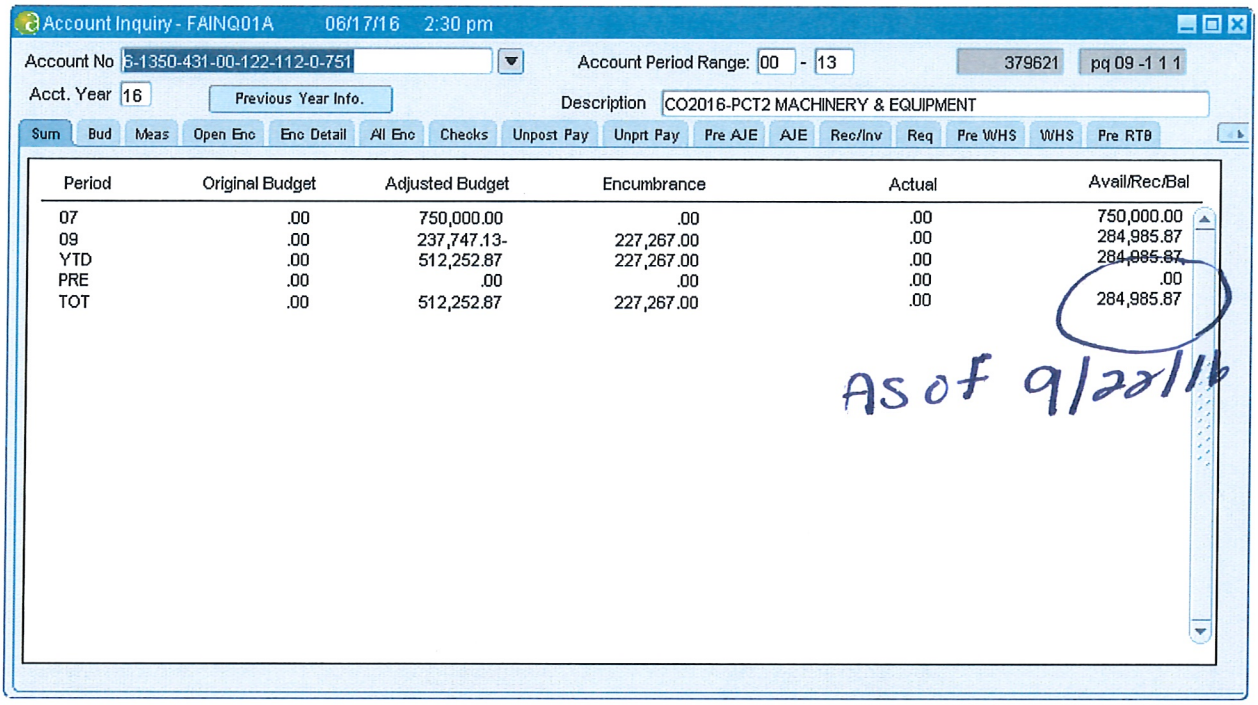
Additional Resources

Vendor Name:	Vermeer Equipment of Texas-Louisiana, Inc.
Address:	1945 Louis Henna Boulevard Round Rock, TX 78664
Phone Number:	(512) 244-0505
Alternate Phone Number	(512) 839-3883
Email:	tomk@vermeertexas.com
Website:	http://www.vermeertexas.com
Federal ID:	75-1601078
Contact:	Tom Kuiper
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Construction, Road, Bridge & Other Equipment
Contract#:	424-13
Effective Date:	10/01/2013
Expiration Date:	11/30/2016
Payment Terms:	Due upon receipt of inv.
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
States Served:	Louisiana, New Mexico, Texas
Quote Reference Number:	424-13
Return Policy:	Parts returned must be in resaleable condition for cı not be returned.
Additional Dealers:	Vermeer Texas-Louisiana, Inc. in: Irving TX, Selma T TX, Corpus Christi TX, Denham Springs LA, Lubboc

Contract Documents

Shopping Cart

Vendor	Description
Vermeer Equipment of Texas-Louisiana, Inc.	14% Discount Off Vermeer pricelist for Brush Chippers


Account Inquiry - FAINQ01A 06/17/16 2:30 pm
Account No 6-1350-431-00-122-112-0-751
Account Period Range: 00 - 13
379621
pg 09 -1 1 1
Acct. Year 16
Previous Year Info.
Description CO2016-PCT2 MACHINERY & EQUIPMENT
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Period Original Budget Adjusted Budget Encumbrance Actual Avail/Rec/Bal
07 .00 750,000.00 .00 .00 750,000.00
09 .00 237,747.13- 227,267.00 .00 284,985.87
YTD .00 512,252.87 227,267.00 .00 284,985.87
PRE .00 .00 .00 .00 .00
TOT .00 512,252.87 227,267.00 .00 284,985.87
As of 9/22/16

SAM Search Results
List of records matching your search for :

Search Term : Vermeer* Equipment*
Record Status: Active

ENTITY RDO EQUIPMENT CO. Status:Active

DUNS: 785634531 +4: CAGE Code: 1QK34 DoDAAC:

Expiration Date: Aug 17, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 14557 Randall Ave
City: Fontana State/Province: CALIFORNIA
ZIP Code: 92335-4254 Country: UNITED STATES

ENTITY VERMEER EQUIPMENT OF SOUTH DAKOTA, INC Status:Active

DUNS: 007425754 +4: CAGE Code: 3JQL4 DoDAAC:

Expiration Date: Aug 11, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 27108 470TH AVE
City: TEA State/Province: SOUTH DAKOTA
ZIP Code: 57064-8112 Country: UNITED STATES

ENTITY VERMEER GREAT PLAINS INC. Status:Active

DUNS: 031351224 +4: CAGE Code: 1G1Q0 DoDAAC:

Expiration Date: Jul 15, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 15505 S HIGHWAY 169
City: OLATHE State/Province: KANSAS
ZIP Code: 66062-3507 Country: UNITED STATES

ENTITY Vermeer Equipment Of Texas, Inc. Status:Active

DUNS: 092412188 +4: CAGE Code: 0BF77 DoDAAC:

Expiration Date: Apr 19, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 3025 N State Hwy 161
City: Irving State/Province: TEXAS
ZIP Code: 75062-2137 Country: UNITED STATES

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:
2016-115614

Date Filed:
09/22/2016

Date Acknowledged:

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

Vermeer Texas-Louisiana
Alamo, 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 #2

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 360
VERMEER BC1000XL BRUSH CHIPPER

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-115614

Date Filed:
09/22/2016

Date Acknowledged:
09/23/2016

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

Vermeer Texas-Louisiana
Alamo, 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 #2

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 360
VERMEER BC1000XL BRUSH CHIPPER

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-56538 **Purchasing Department** **21. C. 2.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to advertise and approval of procurement packet for Yuma Avenue Extension Project. In the event of no bids received or rejection of bids, approval to re-advertise.

BACKGROUND

Specifications and contract documents prepared by project engineer L & G Consulting Engineers, Inc.
Proposed schedule:
Advertisement - 10/01/16 & 10/08/16
Bid Opening - 10/26/16

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1345-431-00-122-126-0-841

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

BUDGETARY IMPACT:

Attachments

Packet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/22/2016 10:55 AM
Glinda Pacheco	Glinda Pacheco	09/23/2016 02:48 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Heidi Ortiz Started On: 09/22/2016 09:56 AM

Final Approval Date: 09/23/2016

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

YUMA AVENUE EXTENSION PROJECT
(From McColl Road to 0.16 Miles East of McColl Road)

BID NO.: 2016-281-10-26-HGO

October 26, 2016

PREPARED FOR:
Hidalgo County Precinct No. 2

L&G CONSULTING ENGINEERS, INC.
TBPE REG # F-4105

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REQUEST FOR BIDS
(YUMA AVENUE EXTENSION PROJECT – McColl Road to 0.16 Miles E.)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following:

Request for Sealed Bids (RFB)	**2016-281-10-26-HGO**	**-HIDALGO COUNTY PRECINCT NO. 2- "Yuma Avenue Extension Project – McColl Road to 0.16 Miles East of McColl " Project scope consist of constructing a 4 lane urban section consisting of an irrigation structure, grading, lime treated subgrade, flexible base, asphaltic concrete pavement, curb and gutter, storm sewer, signing, and pav. markings.**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **L & G Engineering, Mr. Christopher Rodriguez, P.E., 900 S. Steward Rd., Suite 10, Mission, Texas** Phone No. **(956) 585-1909** for the amount of **$100.00**. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

PRE-BID CONFERENCE is scheduled for **Monday, October 17, 2016 at 9:30 A.M.** at **HIDALGO COUNTY PRECINCT NO. 2 CONFERENCE ROOM: -300 W. Hall Acres Suite G, Pharr, 78577**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. 2016-281-10-26-HGO- Hidalgo County Precinct 2-"Yuma Avenue Extension Project"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 A.M. on Wednesday, October 26, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing (**Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **October 18, 2016**. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS ON THIS THE 27 DAY OF SEPTEMBER, 2016.
MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

1. Sealed bids will be received for **"HIDALGO COUNTY–Yuma Avenue Extension Project (From McColl Road to 0.16 Miles East of McColl Road)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/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. 2016-281-10-26-HGO-HIDALGO COUNTY- YUMA AVENUE EXTENSION PROJECT (FROM MCCOLL ROAD TO JACKSON ROAD)"** and in County's Purchasing Department, 2802 South Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, OCTOBER 26, 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 "REQUEST FOR BIDS- BID NO. 2016-281-10-26-HGO RFB- YUMA AVENUE EXTENSION PROJECT (FROM McCOLL ROAD TO 0.16 MILES EAST of McCOLL ROAD)" .** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. 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.

14. 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.

15. 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.

16. 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

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY- YUMA AVENUE EXTENSION PROJECT (FROM McCOLL RD TO 0.16 MILES EAST of McCOLL RD)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Erika Zamora, Director of Administrative Operations
Hidalgo County Pct. No. 2
300 W. Hall Acres Suite G
Pharr, Texas 78577
956-585-4509

18. Schedule of Events

Bid Opening, 9:31 A.M.	**October 26, 2016**
Award of Contract	_____, 2_____
Commence Work or Deliver Products	_____, 2_____

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order

following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

20. 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.

21. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government

Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. **By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed**. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. **Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL

22. **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 No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: heidi.ortiz@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.*

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No

subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

03.28.16

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY
"Yuma Avenue Extension Proj. (From McColl Road to 0.16 Miles E. of McColl Road)"
BID NO.: 2016-281-10-26-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 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: _____

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirement of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

   Name of Bidder: _____

   Address: _____

   _____

   Date Organized: _____ Date Incorporated: _____

   Office Number: _____ Fax Number: _____

   Number of years in business under present name: _____

   Type of work performed by your company: _____

   _____

   Have you ever failed to complete any work awarded to you? _____

   Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

   1. Owner: _____

   Address: _____

   Ph/Fx Number: _____ Email: _____

   Scope of Work Description: _____

   Date Completed: _____ Total Cost: _____

   ****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No

subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers' compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, Bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this ____ day of _____, 20____.

By: _____

Notary Public in and for _____ County, Texas

My commission expires _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County **Pct # 2** (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday ____ **OCTOBER 26, 2016** at 9:30 am and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 2 **Yuma Avenue Extension Project (From McColl Road to 0.16 Miles East of McColl Road).**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): **Yuma Avenue Extension Project**
(From McColl Road to 0.16 Miles East of McColl Road)

6. Qualifications of Bidder[i]

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within 80 working days **"Standard Workweek"** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $ 500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Mr. Christopher Rodriguez, P.E. at L&G Engineers 900 S. Stewart Rd, Ste. 10, Mission, Tx. 78572 , email address crodriguezl@lgengineers.com. and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

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i

Bid Page

Hidalgo County Precinct #2 –Yuma Avenue Extension Project

Bid No.: 2016 –281-10-26-HGO

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR "Four Lane Urban Section Road consisting of an Irrigation Structure, Grading, Lime Treated Subgrade, Flexible Base, Asphaltic Concrete Pavement, Curb and Gutter, Storm Sewer, Signing and Pavement Markings."

BID PRICE: **$**_____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR #: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Bidder acknowledges the following addendum(s):

_____
_____
_____
_____
_____

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
100	6002		PREPARING ROW _____ DOLLARS and _____ CENTS	STA	7.25		
104	6013		REMOVING CONC (FOUNDATIONS) _____ DOLLARS and _____ CENTS	SY	169.00		
104	6015		REMOVING CONC (SIDEWALKS) _____ DOLLARS and _____ CENTS	SY	19.00		
104	6017		REMOVING CONC (DRIVEWAYS) _____ DOLLARS and _____ CENTS	SY	242.00		
104	6022		REMOVING CONC (CURB AND GUTTER) _____ DOLLARS and _____ CENTS	LF	188.00		
104	6026		REMOVE CONC (GUTTER) _____ DOLLARS and _____ CENTS	LF	52.00		
106	6002		OBLITERATING ABANDONDED ROAD _____ DOLLARS and _____ CENTS	SY	867.00		
110	6001		EXCAVATION (ROADWAY) _____ DOLLARS and _____ CENTS	CY	1,629.00		
132	6005		EMBANKMENT(FINAL)(ORD COMP)(TYC) _____ DOLLARS and _____ CENTS	CY	506.00		
132	6006		EMBANKMENT(FINAL) (DENS CONT) (TY C) _____ DOLLARS and _____ CENTS	CY	735.00		
160	6003		FURNISHING AND PLACING TOPSOIL (4") _____ DOLLARS and _____ CENTS	SY	2,409.00		
164	6026		CELL FBR MLCH SEED (PERM) (URBAN) (SANDY) _____ DOLLARS and _____ CENTS	AC	0.50		
164	6030		CELL FBR MLCH SEED (TEMP) (WARM) _____ DOLLARS and _____ CENTS	AC	0.50		

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
168	6001		VEGETATIVE WATERING _____ DOLLARS and _____ CENTS	MG	76.00		
204	6003		SPRINKLING (DUST CONTROL) _____ DOLLARS and _____ CENTS	MG	58.00		
247	6225		FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) _____ DOLLARS and _____ CENTS	CY	1,390.00		
260	6010		LIME TRT (NEW BASE) (12") _____ DOLLARS and _____ CENTS	SY	4,377.00		
260	6011		LIME TRT (EXST MATL) (12") _____ DOLLARS and _____ CENTS	SY	4,457.00		
260	6043		LIME (HYD, COM OR QK) (SLURRY) _____ DOLLARS and _____ CENTS	TON	157.00		
310	6009		PRIME COAT (MC-30) _____ DOLLARS and _____ CENTS	GAL	773.00		
341	6047		D-GR HMA TY-D SAC-A PG76-22 _____ DOLLARS and _____ CENTS	TON	670.00		
354	6051		PLANE ASPH CONC PAV (0' TO 1 1/2') _____ DOLLARS and _____ CENTS	SY	100.00		
400	6010		STRUCTUAL EXCAVATION (SPL) _____ DOLLARS and _____ CENTS	CY	162.00		
400	6011		SAND BACKFILL _____ DOLLARS and _____ CENTS	CY	309.00		
402	6001		TRENCH EXCAVATION PROTECTION _____ DOLLARS and _____ CENTS	LF	156.00		
432	6001		RIPRAP (CONC)(4 IN) _____ DOLLARS and _____ CENTS	CY	36.00		

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
462	XXXX		CONC BOX CULV (12 FT X 5 FT) _____ DOLLARS and _____ CENTS	LF	243.00		
464	6038		RC PIPE (CL III)(18 IN) (SPL) _____ DOLLARS and _____ CENTS	LF	52.00		
465	6019		INLET (COMPL)(PCO)(4FT)(RIGHT) _____ DOLLARS and _____ CENTS	EA	1.00		
466	6209		WINGWALL (SW-0) (HW=6 FT) _____ DOLLARS and _____ CENTS	EA	2.00		
496	6043		REMOV STR (SMALL FENCE) _____ DOLLARS and _____ CENTS	LF	118.00		
500	2001		MOBILIZATION _____ DOLLARS and _____ CENTS	LS	0.07		
502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING _____ DOLLARS and _____ CENTS	MO	4.00		
506	6021		CONSTRUCTION EXITS (INSTALL) (TY2) _____ DOLLARS and _____ CENTS	SY	156.00		
506	6024		CONSTRUCTION EXITS (REMOVE) _____ DOLLARS and _____ CENTS	SY	156.00		
506	6031		FRNT END LOADER WORK (ERSN & SEDM CONT) _____ DOLLARS and _____ CENTS	HR	2.00		
506	6041		BIODEG EROSN CONT LOGS (INSTL) (12") _____ DOLLARS and _____ CENTS	LF	49.00		
506	6043		BIODEG EROSN CONT LOGS (REMOVE) _____ DOLLARS and _____ CENTS	LF	49.00		
508	6001		CONSTRUCTION DETOURS _____ DOLLARS and _____ CENTS	SY	245.00		

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
529	6030		CONC CURB & GUTTER (VALLEY GUTTER) _____ DOLLARS and _____ CENTS	LF	143.00		
529	6035		CONC CURB TY A (BARRIER) _____ DOLLARS and _____ CENTS	LF	1,401.00		
530	6005		DRIVEWAYS (ACP) _____ DOLLARS and _____ CENTS	SY	352.00		
531	6001		CONC SIDEWALKS (4") _____ DOLLARS and _____ CENTS	SY	631.00		
531	6010		CURB RAMPS (TY 7) _____ DOLLARS and _____ CENTS	EA	6.00		
636	6001		ALUMINUM SIGNS (TY A) _____ DOLLARS and _____ CENTS	SF	6.33		
644	6027		IN SM RD SN SUP&AM TYS 80(1)SA(P) _____ DOLLARS and _____ CENTS	EA	5.00		
644	6030		IN SM RD SN SUP&AM TYS 80(1)SA(T) _____ DOLLARS and _____ CENTS	EA	1.00		
666	6036		REFL PAV MRK TY 1 (W)8"(SLD)(100MIL) _____ DOLLARS and _____ CENTS	LF	145.00		
666	6042		REFL PAV MRK TY 1 (W)12"(SLD)(100MIL) _____ DOLLARS and _____ CENTS	LF	138.00		
666	6048		REFL PAV MRK TY 1 (W)24"(SLD)(100MIL) _____ DOLLARS and _____ CENTS	LF	33.00		
666	6300		RE PM W/RET REQ TY 1 (W)4"(BRK)(100MIL) _____ DOLLARS and _____ CENTS	LF	319.00		
666	6315		RE PM W/RET REQ TY 1 (Y)4"(SLD)(100MIL) _____ DOLLARS and _____ CENTS	LF	1,418.00		

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
668	6019		PREFAB PAV MRK TY B (W)(ARROW) _____ DOLLARS and _____ CENTS	EA	2.00		
668	6027		PREFAB PAV MRK TY B (W)(WORD) _____ DOLLARS and _____ CENTS	EA	2.00		
672	6007		REFL PAV MRKR TY I-C _____ DOLLARS and _____ CENTS	EA	23.00		
672	6009		REFL PAV MRKR TY II-A-A _____ DOLLARS and _____ CENTS	EA	35.00		
4024	XXXX		RC LOW HEAD PRESSR PIPE (CL III) (72") _____ DOLLARS and _____ CENTS	LF	584.00		
0	0		0 _____ DOLLARS and _____ CENTS	0	-		
0	0		0 _____ DOLLARS and _____ CENTS	0	-		
0	0		0 _____ DOLLARS and _____ CENTS	0	-		
					TOTAL BID	$	

TOTAL IN WORDS

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.)
The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc.,
to cover the finished work of the several kinds called for.
Bidder understands that the Owner reserves the right to reject any or all bids to waive any minor informalities in the bidding.

HIDALGO COUNTY PRECINCT #2 YUMA AVENUE EXTENSION PROJECT
(FROM MCCOLL ROAD TO 0.16 Miles East)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
Yuma Avenue Project (From McColl Road to 0.16 Miles East of McColl Road)

This Agreement, entered into this _____day of _____, 2___ by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

YUMA AVENUE EXTENSTION PROJECT (FROM McCOLL ROAD TO 0.16 MILES EAST OF McCOLL ROAD)

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **L&G Consulting Engineers, Inc., Christopher Rodriguez, P.E.,** entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 80 Working Days " Standard Workweek" thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IF CONFLICTS ARE FOUND BETWEEN THE HIDALGO COUNTY SPECIFICATIONS (AS DEFINED IN THE GENERAL CONDITIONS), IF ANY, AND THE TXDOT STANDARD SPECIFICATIONS FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2014, THE TXDOT SPEFICIATIONS WILL TAKE PRECEDENCE.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, _____, 2_____.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2_____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____ DATE: _____
Stephen L. Crain, Attorney

ATTEST: COUNTY OF HIDALGO:

_____ _____
Arturo Guajardo, Jr., County Clerk Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.……)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3)_____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____ _____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT # 2
YUMA AVENUE EXTENSION PROJECT (From McCOLL ROAD TO 0.16 Mi East)

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the –1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of ____ _____. A.D., 20_____.

ATTEST:

Principal_____

By_____

_____
(Principal) Secretary

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

_____
Surety

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

_____

NOTE: If Contractor is partnership all

Partners should execute bond

_____
(Address)

Telephone Number:_____

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____,who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ OF _____, hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT # 2
YUMA AVENUE EXTENSION PROJECT (From McCOLL ROAD TO 0.16 Mi East)

Hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner
(Texas Performance Bond) – Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension

of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ _____. A.D.

ATTEST:

Principal_____

_____ By_____

(Principal) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Principal

_____

(Address)

ATTEST:

_____ By_____

(Surety) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Surety

_____

(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____,who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

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 EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the word "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm L&G Engineers.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing

sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

Copeland A ct Regulations

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government

contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a

bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

Copeland Act Regulations

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

Copeland Act Regulations

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "B".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC-14.02.A.3 The amount of retainage with respect to pro-gress payments will be Five Percent (5 %).

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "D"

GENERAL NOTES AND STANDARD SPECIFICATIONS

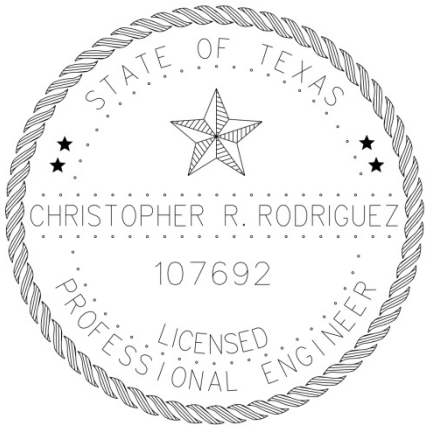
Control : **N/A**

Project : **Yuma Avenue Extension Project**

Location : **McColl Road to 0.16 Miles East of McColl**

County : **Hidalgo**

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by
Chistopher R. Rodriguez, P.E.
October 2016

Project Number: **Bid No.: 2016-281-10-26-HGO**

County: Hidalgo

Highway: Yuma Ave.

GENERAL NOTES:

Use the Texas Department of Transportation's "Standard Specifications for Construction And Maintenance of Highways, Streets, And Bridges" (November 2014) for item specifications information and requirements. The specification book shall read "Hidalgo County Precinct No. 2" in lieu of "The Texas Department of Transportation" and/or "The Department".

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GENERAL REQUIREMENTS AND COVENANTS TO ITEMS 1 THRU 9

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

Contact the 1-800 call services for locations of utilities before beginning any scarifying or excavating operations.

ITEM 5: Control of the Work

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the Project Design Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of the electronic files are requested, they will be available at the Project Design Engineer's office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

ITEM 8: Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.4. "Standard Workweek".

ITEM 100: Preparing Right of Way

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the County.

County: Hidalgo

Highway: Yuma Ave.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the County.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 160: Topsoil

Use topsoil as needed and directed by the project engineer for select problem areas. Unless otherwise approved by the County, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 “Drill Seeding.” Watering shall not be used with the Drill Seed Method.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

County: Hidalgo

Highway: Yuma Ave.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2”	0
½”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the County’s expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 260: Lime Treatment (Road Mixed)

County: Hidalgo

Highway: Yuma Ave.

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the County, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the County will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

Proof roll all constructed lime treated subgrade and bases courses in accordance with Item 216, "Proof Rolling." Correct soft spots as directed. Correction of soft spots in the subgrade or base courses will be at the Contractor's expense.

ITEM 300: Asphalts, Oils, and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the County.

ITEM 341: Dense-Graded Hot-Mix Asphalt

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly, but shall be considered subsidiary to this bid Item.

Project Number: **Bid No.: 2016-281-10-26-HGO**

County: Hidalgo

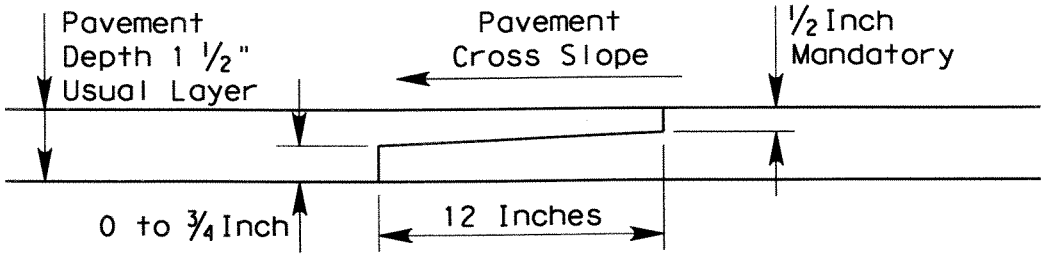
Highway: Yuma Ave.

This project will require the following minimum surface aggregate Classifications:

County	CSJ	Highway	Classification
Hidalgo	N/A	Yuma Ave	A

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the County may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the County.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The contractor is to add a vertical taper if needed which will be subsidiary to Item 341.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the County as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The County may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed. The use of only pre-consumer shingles will be permitted when RAS is allowed.

SAC B aggregate must have material properties that require 5 or less on the magnesium sulfate soundness test and 15 or less on the Micro-Deval test.

ITEM 354: Planing and Texturing Pavement

Contractor is to place seal coat or ACP layer(s) as indicated on plans within 14-calendar days of planing/milling operation unless otherwise directed by the engineer.

All planing/milling operation drop offs greater than 1-inch need to have a 3:1 slope taper unless otherwise directed by the engineer. The cost of the 3:1 slope taper is subsidiary to item 354.

For full width planing/milling locations, contractor is to place seal coat or ACP layer(s) as indicated on the plans within 2-calendar days of the planing/milling operation unless otherwise directed by the County. Contractor will not be allowed to move onto the next planing/milling location or seal coat/ACP overlay location until the exposed area is covered as per above. Contractor cannot get paid for the planing/milling operation until exposed area is covered as per above.

ITEM 400: Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 421: Hydraulic Cement Concrete

Provide Sulfate Resistant Concrete for all concrete items and structures within the project limits.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test procedures.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, “Computer Equipment”:

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit

(3) Contractor-Furnished Software
(4) Hardware

Submit to the County for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 432: Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

Do not use fiber reinforced concrete RIPRAP on side slopes equal to or steeper than 6:1 unless approved by the engineer.

ITEM 462: Concrete Box Culverts and Drains

All concrete boxes shall be cast in place as shown on the plans and inspected by the County for approval before any concrete can be applied.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 465: Junction Boxes, Manholes & Inlets

For TY PSL with RG, FG, or SFG lid inlets, provide Class B concrete riprap with (6"x6" W3xW3 (no. 6 gauge) welded wire fabric) for any side that is touching the natural ground. The riprap will

be 4-in thick and 3-ft wide with an 8-in deep by 6-in wide toe unless otherwise shown in the plans. The cost will be subsidiary to Item 465 unless otherwise shown in the plans.

ITEM 466: Headwalls and Wingwalls

Do not use pre-cast headwalls/wingwalls.

ITEM 471: Frames, Grates, Rings, and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 496: Removing Structures

Store the following items to be salvaged at a location designated by the County:

564 LF of 72" RCLHPP

Contractor shall take caution in removing and stock piling the existing structures. The Contractor shall be responsible for any damages to these existing structures. All damages shall be repaired by the contractor and will be considered subsidiary to Item 496. Stock piles must be inspected, approved, and accepted by the County.

ITEM 502: Barricades, Signs, and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain County approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and

relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

ITEM 504: Field Office and Laboratory

For this project a field office will not be required at the project site.

The Contractor will furnish a Type D Structure (Asphalt Mix Laboratory) modified by the following.

Laboratory room:

The other room of this building will be used as a laboratory and will include access to a bathroom facility from the interior. The laboratory and bathroom facility will have the walls, ceiling and floor insulated such that the air temperature can be maintained at 76 degrees Fahrenheit at all times.

Furnish for the County's use in the asphalt laboratory one (1) desktop computer.

ITEM 508: Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310 and 341 respectively, except for measurement and payment.

ITEM 529: Concrete Curb, Gutter, and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the County to achieve a uniform color and texture of the finished surface exposed to view.

The specifications listed on the standard, "Concrete Valley Gutter (6')" shall govern all construction of valley gutter within the project limits.

ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the County.

Public and private driveways need to have a smooth vertical transition tie-in between the proposed driveway and the existing driveway. The contractor is to add a vertical taper if needed which will be subsidiary to Item 530.

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 18-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type "A" for all pavement surfaces within the project limits.

Diamond grinding shall be used to remove localized roughness.

Pay adjustment schedules are not applicable to this project.

ITEMS 636: Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weather-proof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the “Sign Crew Field Book” (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by TxDOT. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

ITEMS 662 and 666: Work Zone Pavement Markings and Retroreflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, or that fail to meet minimum retro reflectivity requirements for longitudinal pavement markings when required, will not be paid as per county policy. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

County: Hidalgo

Highway: Yuma Ave.

ITEM 677: Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

PROJECT: Yuma Avenue Extension Project

COUNTY OF HIDALGO

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

STANDARD SPECIFIATIONS:

ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED BELOW:

STANDARD SPECIFICATIONS:

Items 1 to 9	INCL., GENERAL REQUIREMENTS AND COVENANTS
Item 100	PREPARING ROW (4)(5)(6)(103)
Item 104	REMOVING CONCRETE (9)
Item 106	OBLITERATING ABANDONED ROAD
Item 110	EXCAVATION (100)(132)
Item 132	EMBANKMENT (100)(204, 210, 216)
Item 160	TOPSOIL (7)(168)
Item 164	SEEDING FOR EROSION CONTROL (166, 168)
Item 168	VEGETATIVE WATERING
Item 204	SPRINKLING
Item 247	FLEXIBLE BASE (204, 210, 216)
Item 260	LIME TREATMENT (ROAD-MIXED) (204, 210, 216, 247, 300, 310, 520)
Item 310	PRIME COAT (300, 316)
Item 341	DENSE-GRADED HOT-MIX ASPHALT (300, 301, 320, 520, 585)
Item 354	PLANING AND TEXTURING PAVEMENT
Item 400	EXCAVATION AND BACKFILL FOR STRUCTURES (110, 132, 401, 402, 421)
Item 402	TRENCH EXCAVATION PROTECTION
Item 432	RIPRAP (420, 421, 440)
Item 462	CONCRETE BOX CULVERTS AND DRAINS (400, 402, 420, 421, 424, 440, 464, 476)
Item 464	REINFORCED CONCRETE PIPE (400, 402)
Item 465	JUNCTION BOXES, MANHOLES, AND INLETS (400, 420, 421, 424, 440, 471)
Item 466	HEADWALLS AND WINGWALLS (400, 420, 421, 432, 440, 464)
Item 496	REMOVING STRUCTURES

Item 500	MOBILIZATION
Item 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
Item 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (432)
Item 508	CONSTRUCTING DETOURS
Item 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (420, 421, 440)
Item 530	INTERSECTIONS, DRIVEWAYS AND TURNOUTS (247, 260, 316, 421, 440)
Item 531	SIDEWALKS (104, 420, 421, 440, 530)
Item 636	SIGNS (643)
Item 644	SMALL ROADSIDE SIGN ASSEMBLIES (421, 440, 441, 442, 445, 636, 643, 656)
Item 666	REFLECTORIZED PAVEMENT MARKINGS (316, 502, 662, 677, 678)
Item 668	PREFABRICATED PAVEMENT MARKINGS (678)
Item 672	RAISED PAVEMENT MARKINGS (677, 678)

STANDARD PROVISIONS: ***SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.***

SPECIAL PROVISION	TO ITEM 400	(400-001)
SPECIAL PROVISION	TO ITEM 506	(506-003)

GENERAL:

THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITMES, IF ANY, AS MAY BE REFERREED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Special Provision to Item 400
Excavation and Backfill for Structures

Item 400, "Excavation and Backfill for Structures" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 400.2., "Materials", is supplemented by the following:

Unless otherwise shown on the plans, the sand backfill shall have 70-100% passing a No. 10 sieve. The plastic Index (PI) as determined by Test Method Tex-106-E shall not exceed 6. At all pipe joints backfilled with sand, the Contractor shall install a filter fabric designed to prevent the migration of sand into the pipes as approved by the Engineer. Filter fabric shall meet the requirements of DMS-6200, Type I.

Unless otherwise shown on the plans, the gravel shall conform to Aggregate Grade No. 1, 2, 3 or 4 requirements shown on Table 4 of Article 421.2.

Article 400.4., "Measurement", is supplemented by the following:

4.4. Sand Backfill. Sand Backfill will be measured by the cubic yard. When shown on the plans, the excavation shall be backfilled to the elevations shown with sand. The sand backfill will be measured in accordance with the backfill diagram shown on the plans.

4.5. Structural Excavation (Special). Structural Excavation (Special) for Gravel Bedding will be measured by the cubic yard.

Section 5.1., "Structural Excavation", is supplemented by the following:

When the plans specify or when the Engineer directs the use of gravel bedding material, excavation below the footing grades will be measured and paid for as "Structural Excavation (Special)". The unit price bid for "Structural Excavation (Special)" shall also be full compensation for furnishing, hauling and placing gravel bedding material and for all labor, equipment, tools and incidentals necessary to complete the work.

Section 5.5., "Cutting and Restoring Pavement." The first sentence is voided and replaced by the following:

Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Article 400.5., "Payment", is supplemented by the following:

5.6. Sand Backfill. The unit price bid for "Sand Backfill" shall be full compensation for excavation and furnishing sand backfill and filter fabric, hauling, placing and compacting the sand backfill and filter fabric; and materials, equipment, labor, tools and incidentals.

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 506.1., "Description." The second paragraph is voided and replaced by the following.

Contractor is considered primary operator to have day-to-day operational control as defined in TPDES GP TXR150000.

1.1. For projects with soil disturbance of less than 1 acre, no submittal to TCEQ will be required but Contractor will follow SWP3. For projects with soil disturbance of 1 acre to less than 5 acres a small site notice will be posted at the site. For projects with soil disturbance of 5 acres or more a notice of intent (NOI) is required and a large site notice posted at site. Postings will be in accordance with TPDES GP TXR150000. Postings not associated with project specific locations will be in same location as Department's postings.

1.2. Notice of Intent (NOI). Submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to commencement of construction activities at the project site. Provide a signed copy to the Engineer and any other MS4 operators at the time of submittal. The Department will submit their NOI prior to contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

1.3. Notice of Change (NOC). Upon concurrence of the Engineer, submit a NOC, if applicable, to the TCEQ within 14 days of discovery of a change or revision to the NOI as required by the TPDES GP TXR150000. Provide a signed copy of the NOC to the Engineer and any other MS4 operators at the time of submittal.

1.4. Notice of Termination (NOT). Upon concurrence of the Engineer, submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators at the time of submittal.

Section 506.3.3., "Training," is supplemented by the following:

Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- "Environmental Management System: Awareness Training for the Contractor" (English and Spanish) (Approximate running time 20 min.), and
- "Storm Water: Environmental Requirements During Construction" (English and Spanish) (Approximate running time 20 min.)

The CRPE, alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and provide the certificate of completion to the Engineer before performing soil disturbing or SWP3 activities on the project. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- "Revegetation During Construction"
- "Construction General Permit Compliance," and

- "Construction Stage Gate Checklist (CSGC)."

Training and associated fee will not be measure or paid for directly but are subsidiary to this Item.

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.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
□ Less than 125,000 annual gross receipt	□ Black American	□ Native American
□ Less than 250,000 annual gross receipt	□ Hispanic American	□ Women
□ Less than 499,000 annual gross receipt	□ Asian Pacific American	□ Other
□ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: □ Yes □ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: □ Yes □ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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.

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall

appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the

subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	

Excavator, 50,000 lbs or less.....$ 12.56
Excavator, over 50,000 lbs..$ 15.23
Foundation Drill, Truck Mounted.....$ 16.86
Front End Loader Operator, Over 3 CY.....$ 13.69
Front End Loader, 3 CY or less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator, Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Yuma Avenue Extension Project - From McColl Road to 0.16 Miles East
Checklist for Documentation Required for Drainage Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: **Yuma Avenue Extension Project - McColl Road to 0.16 Miles East /Pct. No. 2**

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: Yuma Avenue E xtension Project - From McColl Road to 、0.16 Miles East

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

SAMPLE

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

APPLICATION FOR PAYMENT NO.

SAMPLE

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: **Yuma Avenue Extension Project - From McColl Road to Jackson Road**
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___5%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

SAMPLE

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____
Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

SAMPLE

Summary												
Bid No.#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,

Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ CSJ# _____

Contractor _____ Application# _____

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNT OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Contractor Name

Starting Date

Project Ending Date

Retainage Percent

Summary					
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	TOTALS:	**$ -**	**$ -**	**$ -**	**$ -**

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-o

AI-56617 **Purchasing Department** **21. D. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for Sunflower Road located within Hidalgo County Precinct 4;

Total Scores	South Texas Infrastructure Group, LLC	Urban Infrastructure, Group, Inc.	Unitech Consulting Engineers
Evaluation	97	96	92
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services agreement for Sunflower Road located within Hidalgo County Precinct 4, commencing with the No.1 ranked firm _____ for Engineering Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-334

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

BUDGETARY IMPACT:

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Rocio Villarreal		Started On: 09/23/2016 04:55 PM

Final Approval Date: 09/23/2016

PROFESSIONAL SERVICES
for
(JOB SPECIFIC)
ENGINEERING SERVICES
For
"SUNFLOWER ROAD"
project located within
HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	South Texas Infrastructure Group, LLC	Urban Infrastructure Group, Inc.	Unitech Consulting Engineers
Evaluation	**97**	**96**	**92**
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4 Staff-Maria D. Lucio

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: Professional Engineering Services - Sunflower Road

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Unintech Consulting Engineers, Inc.
2. Urban Infrastructure Group, Inc.
3. South Texas Infrastructure Group, LLC
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Maria D. Lucio

Date: 9-23-16

AI-56505 **Purchasing Department** **21. E. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration, and approval of Amendment No. 1 to the Memorandum of Agreement between Hidalgo County and University of Texas Health Science Center at Houston to extend the term of of agreement to end on December 31, 2017.

BACKGROUND

Amendment to MOU is to reflect the Texas 1115 Wavier extension of 12/31/17.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Amendment No. 1

Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2016 03:57 PM
Merlen P. Munoz	Merlen P. Munoz	09/23/2016 08:40 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Rocio Villarreal Started On: 09/21/2016 08:22 AM

Final Approval Date: 09/23/2016

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT#1
TO MEMORANDUM OF AGREEMENT BETWEEN HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON-BROWNSVILLE CAMPUS

This AMENDMENT to the Memorandum of Agreement, between University of Texas Health Science Center at Houston by and through its School of Public Health, (the Regional Academic Health Center in the Lower Rio Grande Valley) hereinafter referred to ("the SPH-B") and **HIDALGO COUNTY, TEXAS** ("COUNTY"), effective 27th day of September, 2016, is made between the SPH-B and the County, (the "Amendment"), as follows:

WHEREAS, SPH-B and County executed the Memorandum of Agreement, between SPH-B and the County on June 2, 2015, in which the County agreed to provide Use of Office Space and for cooperative efforts between both institutions in the field of chronic care and diabetes management. (the "Agreement");

WHEREAS, due to the continuation of the program the parties desire to extend the timeframe of the agreement under Paragraph II. TERM OF AGREEMENT; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and SPH-B hereby agree to the following amendment to the Contract.

1. Paragraph II. Term of Agreement, is hereby deleted in its entirety and the following sentence substituted in lieu thereof:

   The term of this Agreement will begin on the June 23, 2015 and end on December 31, 2017.

2. Except as modified herein, all terms and conditions of the Agreement, as amended by this Amendment, remain in full force and effect and SPH-B and County ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

THE UNIVERSITY OF HEALTH SCIENCE CENTER AT HOUSTON on behalf of the School of Public Health-Brownsville

_____

Kevin Dillon

Date:_____

HIDALGO COUNTY, OWNER

_____

Ramon Garcia, County Judge

ATTEST:

By: _____

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney

By: _____

Josephine Ramirez Solis, Civil Division Chief

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Re: EXTENSION - MOU

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Sep 20, 2016 02:26 PM

Subject : Re: EXTENSION - MOU

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Rocio

I reviewed the amendment. It looks fine.

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 Tue, Sep 20, 2016 at 12:24 PM, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> wrote:

> Ms. Josie:
> The Hidalgo Co. Health and Human Services is requesting for the MOU be extended to reflect the Texas 1115 Waiver extension. Can you please review and approve as to form the amendment.
>
> 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:** "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
> **To:** "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
> **Sent:** Thursday, September 8, 2016 2:08:57 PM
> **Subject:** EXTENSION - MOU
>
> Respectfully submitted,
>
> Dairen Sarmiento, MBA
>
> 1304 South 25th Avenue

Edinburg, Texas 78542

956-292-7000 ext 7365

AI-56574 **Purchasing Department** **21. F. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

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 for contract # C-CAP-12-194-07-31 with a proposed fee of $9,421.38 with L & G Engineering Laboratory LLC to provide Construction Materials Testing Services for Round III BCAP Project to Hidalgo County Precinct 1 for various Border Colonia Access Program Round III Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-121-642-0-339

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

BUDGETARY IMPACT:

Work Authorization No. 2 shall be funded through funding source 6-1312-431-00-121-642-0-339

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-121-270-0-339

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

BUDGETARY IMPACT:

Work Authorization No. 2 shall be funded through funding source 6-1312-431-00-121-270-0-339

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-121-394-0-339

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

BUDGETARY IMPACT:

Work Authorization No. 2 shall be funded through funding source 6-1312-431-00-121-394-0-339

Attachments

Work Auth. No. 2 (Pct. 1) L&G Engineering Laboratory LLC (C-CAP-12-194-07-31)

Form Review

Inbox	Reviewed By	Date
Yvette Salinas	Yvette Salinas	09/23/2016 03:00 PM
Budget & Management	Veronica Ortiz	09/23/2016 03:31 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Noemi De Los Rios Started On: 09/23/2016 11:05 AM

Final Approval Date: 09/23/2016

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-12-194-07-31
Work Authorization Form

WORK AUTHORIZATION NO. 02

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for **Colonia Access Program Projects in Hidalgo County Precinct No. One (1)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 9,421.38** . 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 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.2 shall be funded through funding source:
Account No. **6-1312-431-00-121-642-0-339**
Account No. **6-1312-431-00-121-270-0-339**
Account No. **6-1312-431-00-121-394-0-339**
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 or (DATE).

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 _____, 20__.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By:_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Colonia Access Program Project**.

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for **Colonia Access Program Projects in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. No. 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-12-194-07-31.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. One (1).**

Contract # C-CAP-12-194-07-31

Colonia Name	
Barboza Lopez #3	$3,157.72
Flora Subdivision	$3,496.89
La Pampa Subdivision	$2,766.77
Total	**$9,421.38**

Attachment D
Barboza Lopez Subdivision (1090 L.F.)
Prepared for Hidalgo County Pct 1

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	3	Hrs.	$44.95	$134.85
Trip Charge	45	Mi.	$0.48	$21.60
Atterberg	1	Ea.	$49.35	$49.35
Moisture-Density Determ	1	Ea.	$164.55	$164.55
Clerical/Admin.	0.25	Hrs.	$43.85	$10.96
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	$431.18

Roadway Subgrade Field Density Testing				
Tech Time	6	Hrs.	$44.95	$269.70
Trip Charge	90	Mi	$0.48	$43.20
Comp. Test	8	Ea.	$19.75	$158.00
Clerical/Admin.	1	Hrs.	$43.85	$43.85
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	$564.61

Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$44.95	$134.85
Trip Charge	45	Mi.	$0.48	$21.60
Sieve Analysis	1	Ea.	$49.35	$49.35
Texas Wet Ball Mill	1	Ea.	$191.95	$191.95
Atterberg	1	Ea.	$49.35	$49.35
Moisture-Density Determ	1	Ea.	$164.55	$164.55
Clerical/Admin.	0.5	Hrs.	$43.85	$21.93
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	$683.44

Base Material Field Density Testing				
Tech Time	6	Hrs.	$44.95	$269.70
Trip Charge	80	Mi	$0.48	$38.40
Comp. Test	8	Ea.	$19.75	$158.00
Clerical/Admin.	0.5	Hrs.	$43.85	$21.93
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	$537.89

Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$44.95	$269.70
Trip Charge	81	Mi	$0.48	$38.88
Rolling Patterns	2	Ea.	$32.85	$65.70
Density of Asphaltic Cores	1	Pr.	$27.45	$27.45
%AC-Grad	1	Ea.	$191.85	$191.85
Clerical/Admin.	0.5	Hrs.	$43.85	$21.93
Maximum Spg.	1	Ea.	$93.20	$93.20
Asphalt Thickness	4	Ea.	$32.95	$131.80
Eng. Spec.	0.5	Hrs.	$60.30	$30.15
Engineer	0.5	Hrs.	$139.15	$69.58
			Sub.	$940.23

Total Estimated Material Testing Fees $3,157.72

Attachment D
Flora Subdivision (1200 L.F.)
Prepared for Hidalgo County Pct 1

Roadway Subgrade Materials Testing - Laboratory

Tech Time	3	Hrs.	$44.95	$134.85
Trip Charge	50	Mi.	$0.48	$24.00
Atterberg	1	Ea.	$49.35	$49.35
Moisture-Density Determ	1	Ea.	$164.55	$164.55
Clerical/Admin.	0.25	Hrs.	$43.85	$10.96
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$433.58**

Roadway Subgrade Field Density Testing

Tech Time	6	Hrs.	$44.95	$269.70
Trip Charge	100	Mi	$0.48	$48.00
Comp. Test	8	Ea.	$19.75	$158.00
Clerical/Admin.	1	Hrs.	$43.85	$43.85
Eng. Spec.	0.5	Hrs.	$60.30	$30.15
Engineer	0.5	Hrs.	$139.15	$69.58
			Sub.	**$619.28**

Roadway Base Materials Testing - Laboratory

Tech Time	3	Hrs.	$44.95	$134.85
Trip Charge	50	Mi.	$0.48	$24.00
Sieve Analysis	1	Ea.	$49.35	$49.35
Texas Wet Ball Mill	1	Ea.	$191.95	$191.95
Atterberg	1	Ea.	$49.35	$49.35
Moisture-Density Determ	1	Ea.	$164.55	$164.55
Clerical/Admin.	0.5	Hrs.	$43.85	$21.93
Eng. Spec.	0.5	Hrs.	$60.30	$30.15
Engineer	0.5	Hrs.	$139.15	$69.58
			Sub.	**$735.70**

Base Material Field Density Testing

Tech Time	6	Hrs.	$44.95	$269.70
Trip Charge	100	Mi	$0.48	$48.00
Comp. Test	8	Ea.	$19.75	$158.00
Clerical/Admin.	0.5	Hrs.	$43.85	$21.93
Eng. Spec.	0.5	Hrs.	$60.30	$30.15
Engineer	0.5	Hrs.	$139.15	$69.58
			Sub.	**$597.35**

Asphalt Testing-Field and Laboratory

Tech Time	6	Hrs.	$44.95	$269.70
Trip Charge	125	Mi	$0.48	$60.00
Rolling Patterns	2	Ea.	$32.85	$65.70
Density of Asphaltic Cores	2	Pr.	$27.45	$54.90
%AC-Grad	1	Ea.	$191.85	$191.85
Clerical/Admin.	1	Hrs.	$43.85	$43.85
Maximum Spg.	1	Ea.	$93.20	$93.20
Asphalt Thickness	4	Ea.	$32.95	$131.80
Eng. Spec.	1	Hrs.	$60.30	$60.30
Engineer	1	Hrs.	$139.15	$139.15
			Sub.	**$1,110.45**

Total Estimated Material Testing Fees **$3,496.89**

Flora Sub Pct 1

Attachment D
La Pampa Subdivision (1200 L.F.)
Prepared for Hidalgo County Pct 1

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	3	Hrs.	$44.95	$134.85
Trip Charge	50	Mi.	$0.48	$24.00
Atterberg	1	Ea.	$49.35	$49.35
Moisture-Density Determ	1	Ea.	$164.55	$164.55
Clerical/Admin.	0.25	Hrs.	$43.85	$10.96
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$433.58**

Roadway Subgrade Field Density Testing				
Tech Time	4	Hrs.	$44.95	$179.80
Trip Charge	80	Mi	$0.48	$38.40
Comp. Test	5	Ea.	$19.75	$98.75
Clerical/Admin.	0.25	Hrs.	$43.85	$10.96
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$377.78**

Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$44.95	$134.85
Trip Charge	40	Mi.	$0.48	$19.20
Sieve Analysis	1	Ea.	$49.35	$49.35
Texas Wet Ball Mill	1	Ea.	$191.95	$191.95
Atterberg	1	Ea.	$49.35	$49.35
Moisture-Density Determ	1	Ea.	$164.55	$164.55
Clerical/Admin.	0.25	Hrs.	$43.85	$10.96
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$670.08**

Base Material Field Density Testing				
Tech Time	4	Hrs.	$44.95	$179.80
Trip Charge	80	Mi	$0.48	$38.40
Comp. Test	6	Ea.	$19.75	$118.50
Clerical/Admin.	0.5	Hrs.	$43.85	$21.93
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$408.49**

Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$44.95	$269.70
Trip Charge	120	Mi	$0.48	$57.60
Rolling Patterns	2	Ea.	$32.85	$65.70
Density of Asphaltic Cores	1	Pr.	$27.45	$27.45
%AC-Grad	1	Ea.	$191.85	$191.85
Clerical/Admin.	0.5	Hrs.	$43.85	$21.93
Maximum Spg.	1	Ea.	$93.20	$93.20
Asphalt Thickness	3	Ea.	$32.95	$98.85
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$876.14**

Total Estimated Material Testing Fees $2,766.77

AI-56593 **Purchasing Department** **21. G. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

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 for contract #C-CAP-12-168-07-03 with the proposed fee of $16,938.23 with L & G Engineering Laboratory LLC to provide Construction Material Testing Services for Round III BCAP Project to Hidalgo County Precinct #3 for various Border Colonia Access Program Round III Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-123-247-0-339

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

BUDGETARY IMPACT:

Work Authorization No. 2 (PCT. 3) shall be funded by funding source 6-1312-431-00-123-247-0-339

Req#306531

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-123-834-0-339

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

BUDGETARY IMPACT:

Work Authorization No. 2 (PCT.3) shall be funded through funding source 6-1312-431-00-123-834-0-339

Req#306531

Attachments

Work Auth. No. 2 (PCT. 3) L & G Engineering Laboratory LLC (C-CAP-12-168-07-03)

Form Review

Inbox	Reviewed By	Date

Yvette Salinas	Yvette Salinas	09/23/2016 05:24 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Noemi De Los Rios Started On: 09/23/2016 02:12 PM

Final Approval Date: 09/23/2016

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-12-168-07-03
Work Authorization Form

WORK AUTHORIZATION NO. 02

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for the Colonia Access Program Projects in Hidalgo County Precinct No. Three (3).**

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 **$ 16,938.23** . 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 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.2 shall be funded through funding source:
Account No. **6-1312-431-00-123-247-0-339**
Account No. **6-1312-431-00-123-834-0-339**
Requisition Number 306531 **(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 or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 20__.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By:_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. Three (3)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Colonia Access Program Projects.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Colonia Access Program Projects in Hidalgo County Precinct No. Three (3).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-12-168-07-03.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. Three (3).**

Contract # C-CAP-12-168-07-03

Colonia Name	
El Paraiso Subdivision	$10,847.97
Palm Subdivision	$6,090.26
Total	**$16,938.23**

Attachment D
El Pariaiso Subdivision (1600 L.F.)
Prepared for Hidalgo County Pct 3

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	8	Hrs.	$44.95	$359.60
Trip Charge	150	Mi.	$0.48	$72.00
Atterberg	2	Ea.	$49.35	$98.70
Moisture-Density Determ	2	Ea.	$164.55	$329.10
Clerical/Admin.	4	Hrs.	$43.85	$175.40
Eng. Spec.	3	Hrs.	$60.30	$180.90
Engineer	3	Hrs.	$139.15	$417.45
			Sub.	**$1,633.15**

Roadway Subgrade Field Density Testing				
Tech Time	12	Hrs.	$44.95	$539.40
Trip Charge	350	Mi	$0.48	$168.00
Comp. Test	25	Ea.	$19.75	$493.75
Clerical/Admin.	4	Hrs.	$43.85	$175.40
Eng. Spec.	3	Hrs.	$60.30	$180.90
Engineer	3	Hrs.	$139.15	$417.45
			Sub.	**$1,974.90**

Roadway Base Materials Testing - Laboratory				
Tech Time	8	Hrs.	$44.95	$359.60
Trip Charge	150	Mi.	$0.48	$72.00
Sieve Analysis	2	Ea.	$49.35	$98.70
Texas Wet Ball Mill	2	Ea.	$191.95	$383.90
Atterberg	2	Ea.	$49.35	$98.70
Moisture-Density Determ	2	Ea.	$164.55	$329.10
Clerical/Admin.	4	Hrs.	$43.85	$175.40
Eng. Spec.	3	Hrs.	$60.30	$180.90
Engineer	3	Hrs.	$139.15	$417.45
			Sub.	**$2,115.75**

Base Material Field Density Testing				
Tech Time	12	Hrs.	$44.95	$539.40
Trip Charge	350	Mi	$0.48	$168.00
Comp. Test	25	Ea.	$19.75	$493.75
Clerical/Admin.	4	Hrs.	$43.85	$175.40
Eng. Spec.	3	Hrs.	$60.30	$180.90
Engineer	3	Hrs.	$139.15	$417.45
			Sub.	**$1,974.90**

Asphalt Testing-Field and Laboratory				
Tech Time	12	Hrs.	$44.95	$539.40
Trip Charge	497	Mi	$0.48	$238.56
Rolling Patterns	8	Ea.	$32.85	$262.80
Density of Asphaltic Cores	3	Pr.	$27.45	$82.35
%AC-Grad	3	Ea.	$191.85	$575.55
Clerical/Admin.	4	Hrs.	$43.85	$175.40
Maximum Spg.	3	Ea.	$93.20	$279.60
Asphalt Thickness	6	Ea.	$32.95	$197.70
Eng. Spec.	4	Hrs.	$60.30	$241.20
Engineer	4	Hrs.	$139.15	$556.60
			Sub.	**$3,149.16**

Total Estimated Material Testing Fees $10,847.97

Attachment D
Palm Subdivision (1470 L.F.)
Prepared for Hidalgo County Pct 3

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	6	Hrs.	$44.95	$269.70
Trip Charge	150	Mi.	$0.48	$72.00
Atterberg	2	Ea.	$49.35	$98.70
Moisture-Density Determ	1	Ea.	$164.55	$164.55
Clerical/Admin.	2	Hrs.	$43.85	$87.70
Eng. Spec.	1.5	Hrs.	$60.30	$90.45
Engineer	1.5	Hrs.	$139.15	$208.73
			Sub.	**$991.83**

Roadway Subgrade Field Density Testing				
Tech Time	9	Hrs.	$44.95	$404.55
Trip Charge	225	Mi	$0.48	$108.00
Comp. Test	15	Ea.	$19.75	$296.25
Clerical/Admin.	1.5	Hrs.	$43.85	$65.78
Eng. Spec.	1.5	Hrs.	$60.30	$90.45
Engineer	1.5	Hrs.	$139.15	$208.73
			Sub.	**$1,173.75**

Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$44.95	$134.85
Trip Charge	75	Mi.	$0.48	$36.00
Sieve Analysis	1	Ea.	$49.35	$49.35
Texas Wet Ball Mill	1	Ea.	$191.95	$191.95
Atterberg	1	Ea.	$49.35	$49.35
Moisture-Density Determ	1	Ea.	$164.55	$164.55
Clerical/Admin.	1	Hrs.	$43.85	$43.85
Eng. Spec.	1.5	Hrs.	$60.30	$90.45
Engineer	1.5	Hrs.	$139.15	$208.73
			Sub.	**$969.08**

Base Material Field Density Testing				
Tech Time	6	Hrs.	$44.95	$269.70
Trip Charge	150	Mi	$0.48	$72.00
Comp. Test	16	Ea.	$19.75	$316.00
Clerical/Admin.	1.5	Hrs.	$43.85	$65.78
Eng. Spec.	1.5	Hrs.	$60.30	$90.45
Engineer	1.5	Hrs.	$139.15	$208.73
			Sub.	**$1,022.65**

Asphalt Testing-Field and Laboratory				
Tech Time	8	Hrs.	$44.95	$359.60
Trip Charge	208	Mi	$0.48	$99.84
Rolling Patterns	6	Ea.	$32.85	$197.10
Density of Asphaltic Cores	2	Pr.	$27.45	$54.90
%AC-Grad	2	Ea.	$191.85	$383.70
Clerical/Admin.	2	Hrs.	$43.85	$87.70
Maximum Spg.	2	Ea.	$93.20	$186.40
Asphalt Thickness	5	Ea.	$32.95	$164.75
Eng. Spec.	2	Hrs.	$60.30	$120.60
Engineer	2	Hrs.	$139.15	$278.30
			Sub.	**$1,932.89**

Total Estimated Material Testing Fees $6,090.26

AI-56122 **Purchasing Department** **21. H. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of the scoring/evaluation grid/evaluation grid for the purposes of ranking by Commissioner's Court the responses received in connection with he Request for Proposals for: Hidalgo County Sheriff's Office - "Inmate Pay Telephone System and Services":

PARTICIPANT	Grade/Score	Rank
Securus Technologies	97.2%	
IC Solutions	87.6%	
NCIC Inmate Phone Service	69.2%	
GTL Inmate Pay Telephone Services	91.6%	
CTC Company INC	71%	

b. Authority for Purchasing Department to proceed to negotiate a Contract with the number one ranked participant for the provision of Services for Hidalgo County Sheriff's Office "Inmate Pay Telephone System and Services".

BACKGROUND

This project is a revenue generating project which supports the Sheriff's Office Commissary.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Based on commission - No Fiscal Impact

Attachments

Acceptance Sheet-Participation Log

Scoring Grid-2016-097.pdf

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/08/2016 03:35 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Yolanda Velasquez Started On: 08/30/2016 08:45 AM

Final Approval Date: 09/23/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY - SHERIFF DEPARTMENT

PROPOSAL ACCEPTANCE DATE: JULY 27, 2016 **NEW ACCEPTANCE DATE: AUGUST 03 AS PER ADDENDUM** **DATE 07/19/2016**	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY – "INMATE PAY TELEPHONE SYSTEM & SERVICES"

RFP NO: 2016-097-07-27-YZV	**BUYER: Yolanda Velasquez**

RFP	NAME OF COMPANY	ACKNOWLEDGED	ADDENDUM 1&2 Dated: JULY 19, 2016 July 22, 2016
#1	NCIC Inmate Phone Services	√	A1-√ A2- √
#2	CTC Co. INC-Communications Services	√	A1-√ A2- √
#3	IC Solutions	√	A1-√ A2- √
#4	GTL	√	A1-√ A2- √
#5	Securus Tech	√	A1-√ A2- √
#6			
#7			
#8			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ&P PACKETS

IBF-RFB-RFP-RFQ-RFQ&P-RFI

RFP ACCEPTANCE DATE: JULY 27, 2016 **RFP ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFP 2016-097-07-27-YZV **DESCRIPTION: H.C. SHERIFF'S OFFICE - "INMATE PAY TELEPHONE SYSTEM & SERVICES**

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFP REQUEST	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
1	GTL/Value Added Communications Corby Kenter/Cheryl White	EM	Corby.kenter@gtl.net Cheryl.white@gtl.net YZV	07/11/16	12021 Sunset Hills Rd. Ste100 Reston, VA 20190
2	City Telecoin Tommy Rudisill	EM	tommy@citytelecoin.com YZV	07/11/16	866-377-7975
3	Legacy Inmate Communications Duane Cutler/D Hughes	EM	dcutler@legacyinmate.com dhughes@legacyinmate.com YZV	07/11/16	800-553-1782
4	Lattice Incorporated Gerry Sargeant	EM	gsargeant@latticeinc.com YZV Rec'd an email from Gerry to be removed from Respondents on 7/21/16	07/11/16	P.O. Box 536 Collingswood, NJ 08108 Tel 856-910-1166
5	NCIC Inmate Telephone Services Bill Pope	EM	Bill.pope@ncic.com YZV	07/11/16	607 E. Whaley Street Longview, TX 75601 Tel: 903-757-4455 ext 1001
6	City Telecoin James Anderson	EM	James@citytelecoin.com YZV	07/11/16	281-974-0898
7	Securus Technologies, Inc Randy Johnson	EM	rjohnson@securustechnologies.com MEG	07/12/16	14651 Dallas Parkway, Suite 600 Dallas Texas 75254-8815 972-277-0650
8	Detain Inc. Amber Carnes	EM	ambermcarnes@gmail.com MEG	07/12/16	11 Wrangler Belton, Texas 76513 254-760-0913
9	ONVIA Jacqueline Sessa	EM	jesessa@onvia.com MEG	07/12/16	509 Olive Way Seattle, WA 98101 206-393-9150
10	Telmate Lily Woo	EM	lily@telmate.com MEG	07/13/16	655 Montgomery Street, 18th floor San Francisco, CA 94111 415-300-4008
11	IC Solutions Goy Giminski	EM	ggiminski@icsolutions.com YZV	07/13/16	Tel 210-477-7310
12	Centex Pay Telephone Co Scott Ferguson	EM	Centex3535@aol.com YZV	07/14/16	800-411-9743
13	Synergy Telecom Service Company Lila Collamore	EM	lila@synergyinmatephones.com YZV	07/18/16	Pending requested information
14	Consolidated Telecom Anthony Ciccarelli	EM	anthony@ctel.us YZV	07/19/16	Tel 469-417-0096 x 303

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR) **BIDDER LIST MAIL OUT (BLM)**

HIDALGO COUNTY-RFP № 2016-097-07-27-YZV

"INMATE PAY TELEPHONE SYSTEM & SERVICES"

SCORING GRID

EVALUATION CRITERIA	PROPOSERS																									
	Securus Technologies					IC Solutions					NCIC Inmate Phone Services					GTL Inmate Pay Telephone Services					CTC Company INC				
	GRADERS					GRADERS					GRADERS					GRADERS					GRADERS				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
COMMISSION	35	35	35	33	35	25	31	31	30	31	26	27	28	18	27	25	33	33	35	33	15	29	27	27	29
EXPERIENCE, RELIABILITY AND STABILITY	30	30	29	28	28	20	27	29	25	27	20	23	24	22	21	30	28	25	28	28	10	26	25	23	24
PROPOSED METHOD OF PERFORMANCE:	5	5	5	4	5	3	5	5	4	5	3	3	3	3	3	5	5	3	5	5	3	4	3	3	4
EQUIPMENT	15	14	15	14	15	15	15	15	14	15	5	12	10	10	11	10	14	15	14	15	5	14	13	12	13
SERVICES:	15	14	15	14	13	10	14	15	13	14	5	11	10	11	10	15	13	13	15	13	4	12	10	11	9
Total	100	98	99	93	96	73	92	95	86	92	59	76	75	64	72	85	93	89	97	94	37	85	78	76	79
TOTAL SCORES	486					438					346					458					355				
TOTAL AVERAGES	97.2%					87.6%					69.2%					91.6%					71%				
RANKING (Upon review and approval by Hidalgo County CC)																									

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Michael Garza

Title/Position: System Administrator

Contract for Goods/Services: Inmate Pay Telephone Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. NCIC
2. GTL
3. IC Solutions
4. Secure US
5. CTC Solutions

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Date:

Michael Garza 4-23-16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Juan Tapia

Title/Position: Procurement Specialist

Contract for Goods/Services: _____

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. SecurusTech
2. ETL
3. IC Solutions
4. CTC Co.
5. NCIC

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Date:

M Tapia 8-29-16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: DAVID FRIEDLEIN

Title/Position: SERGEANT

Contract for Goods/Services: INMATE PAY TELEPHONE SERVICES

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. NCIC INMATE PHONE SERVICES
2. CTC Co. INC-COMMUNICATIONS SERVICES
3. IC SOLUTIONS
4. GTL
5. SECURUS TECH

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: 43881

Date: 8/5/16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Jose R. Vasquez

Title/Position: Lieutenant

Contract for Goods/Services: Inmate Pay Telephone Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. NCIC Inmate Phone Services
2. CTC Co. Inc.- Communications Services
3. IC Solutions
4. GTL
5. Securus Tech

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Date:

JRV #1957 08-05-16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Pedro Luis Ramirez

Title/Position: Accountant III

Contract for Goods/Services: Inmate Pay Telephone Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. NCIC
2. CTC
3. ICSolutions
4. GTL
5. Securus

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Date:

Pedro Luis Ramirez 8/29/16

AI-56560 **Closed Session** **23. C.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 09:39 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/23/2016 09:37 AM

Final Approval Date: 09/23/2016

AI-56521 **Closed Session** **23. D.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action File No. 3:13-CV-29-J32JRK; James D. Hinson Electrical Contracting Co, et al v AT&T Services et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2016 03:16 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/21/2016 02:58 PM

Final Approval Date: 09/23/2016

AI-56463 **Closed Session** **23. E.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-15-0896-D; Aurora Fuentes v Palmview Head Start

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:05 PM
Budget & Management	Veronica Ortiz	09/19/2016 02:27 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/19/2016 02:02 PM

Final Approval Date: 09/23/2016

AI-56613 **Closed Session** **23. F.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

T-0707-16-H; Hidalgo County et al v Manuel Jimenez, Jr. et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 04:42 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Monica Badillo		Started On: 09/23/2016 04:41 PM
Final Approval Date: 09/23/2016		

AI-56582 **Closed Session** **23. G.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-02842; J.L. Hinojosa v Co.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 01:07 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Monica Badillo		Started On: 09/23/2016 12:22 PM
Final Approval Date: 09/23/2016		

AI-56466 **Closed Session** **23. H.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Matthew Mason

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:26 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Aida Alvarez		Started On: 09/19/2016 02:13 PM
Final Approval Date: 09/23/2016		

AI-56469 **Closed Session** **23. I.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Petra Quintero

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:26 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Aida Alvarez		Started On: 09/19/2016 02:24 PM
Final Approval Date: 09/23/2016		

AI-56561 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 09:39 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/23/2016 09:37 AM

Final Approval Date: 09/23/2016

AI-56522 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action File No. 3:13-CV-29-J32JRK; James D. Hinson Electrical Contracting Co, et al v AT&T Services et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2016 03:16 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/21/2016 02:59 PM

Final Approval Date: 09/23/2016

AI-56464 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-15-0896-D; Aurora Fuentes v Palmview Head Start

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:09 PM
Budget & Management	Veronica Ortiz	09/19/2016 02:27 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Monica Badillo Started On: 09/19/2016 02:04 PM

Final Approval Date: 09/23/2016

AI-56614 **Open Session** **25. F.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

T-0707-16-H; Hidalgo County et al v Manuel Jimenez, Jr. et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 04:42 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Monica Badillo		Started On: 09/23/2016 04:42 PM
Final Approval Date: 09/23/2016		

AI-56583 **Open Session** **25. G.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-02842; J.L. Hinojosa v Co.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 01:07 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Monica Badillo		Started On: 09/23/2016 12:23 PM
Final Approval Date: 09/23/2016		

AI-56467 **Open Session** **25. H.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Matthew Mason

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:26 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Aida Alvarez		Started On: 09/19/2016 02:22 PM
Final Approval Date: 09/23/2016		

AI-56470 **Open Session** **25. I.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Petra Quintero

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/19/2016 02:26 PM
Final Approval	Monica Badillo	09/23/2016 06:07 PM
Form Started By: Aida Alvarez		Started On: 09/19/2016 02:25 PM
Final Approval Date: 09/23/2016		